

RESOLUTION NO. 2019- 21

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-11 AND TO EXECUTE AGREEMENTS FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES.

RECITALS

WHEREAS, the County desires to enter into contracts with Advanced Disposal Services Jacksonville, LLC to provide Commercial Solid Waste Collection Services as needed in accordance with Bid No. 19-11; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform commercial solid waste collection services from St. Johns County facilities, in accordance with Bid No. 19-11; and

WHEREAS, through the County's formal Bid process, Advanced Disposal Services Jacksonville, LLC was lowest, responsive, responsible bidder to enter into contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract to complete the work services serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 19-11 to Advanced Disposal Services Jacksonville, LLC and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 19-11.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of January, 2019.

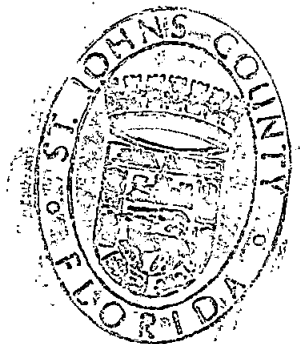
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST Hunter S. Conrad, Clerk

By: Lam Halterman
Deputy Clerk

RENDITION DATE 1/17/19



25**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting***1/15/2019****BCC MEETING DATE****TO: Michael D. Wanchick, County Administrator****DATE: December 12, 2018****FROM: Jaime T. Locklear, Purchasing Manager****PHONE: 904 209-0158****SUBJECT OR TITLE: Bid No: 19-11; Commercial Solid Waste Collection****AGENDA TYPE: Bid Award, Consent Agenda, Contract, Resolution****BACKGROUND INFORMATION:**

St. Johns County Purchasing Department solicited bids for qualified Contractors to perform commercial solid waste collection and recycling services from St. Johns County facilities. The site locations differ in size, scope, and location. The Contractor is to ensure accessibility to the containers located at each site. The containers, other than roll-offs and compactors shall be standard, front-load, commercial solid waste containers that are equipped to be emptied using a front-load commercial vehicle. The Contractor shall collect waste or recycling from these containers using a front-load commercial vehicle as specified according to the schedule agreed upon. The bid was advertised on October 29, 2018 in accordance with County Purchasing Policy. Three (3) bids were received on November 28, 2018. The lowest, responsive, responsible bid was submitted by Advanced Disposal Services Jacksonville, LLC, in the amount of \$106,860.00, which is based upon unit prices for collection services performed on an annual basis. Additional unit prices shall be incorporated into the contract for as needed services. Staff recommends awarding a contract to Advanced Disposal Services Jacksonville, LLC to perform the specified services. The Contract shall have an initial contract term of three (3) calendar years, with a single two (2) year renewal period available to the County contingent upon satisfactory performance by the Contractor, continued need for the services, and availability of budgeted funds. While the FY 2019 Budget generally did not anticipate expense increases for solid waste collection, the Office of Management & Budget will work with impacted departments in an effort to fund this contract within current available budgets.

1. IS FUNDING REQUIRED? Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:** Commercial Solid Waste Collection Services- Multiple Departments with various funding charge codes**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2019- 21, authorizing the County Administrator, or his designee, to award Bid No: 19-11; Commercial Solid Waste Collection Services to Advanced Disposal Services Jacksonville, LLC, as the lowest, responsive and responsible bidder, and to execute a contract in substantially same form and format as attached for the required services as provided in Bid No. 19-11.

For Administration Use Only:**Legal: RDR 12/28/2018****OMB: WS 1/2/2019****Admin: DML 1/2/2019**



CONTRACT AGREEMENT
BID NO: 19-11; Commercial Solid Waste Collection Services
Master Contract #: 19-MCC-ADV-10083

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2019, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Advanced Disposal Services Jacksonville, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at 7580 Philips Hwy Jacksonville, FL. 32256; Phone: (904)783-7000; Fax: (904)448-6277; and Email: jgoodspeed@advanceddisposal.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon April 1, 2019, shall be in effect for an initial contract term of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding as detailed on Exhibit "B". While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform commercial solid waste collection services on an established schedule to collect waste from containers using a front-load commercial vehicle from St. Johns County facilities, in accordance with Bid No: 19-11 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Purchasing Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Commercial Solid Waste Collection Services as needed by St. Johns County Departments. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC Departments. The container location and collection frequency is attached hereto as Exhibit "C". No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The County shall compensate the Contractor based upon the pricing detailed on Exhibit "A-1" attached here to, as submitted in the proposal and accepted by the County. The maximum amount available as compensation to Contractor under this Contract Agreement shall not exceed the annual amount budgeted by St. Johns County Departments for Services satisfactorily performed in accordance with the Contract Documents.

B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:

SJC Parks & Recreation ATTN: Jayne Delany 2175 Mizell Road St. Augustine, FL 32080	SJC Golf Course ATTN: Wes Tucker 4985 Cypress Links Blvd Elkton, FL 32033	SJC Road & Bridge ATTN: Jennifer Kinlaw 2750 Industry Center Rd St. Augustine, FL 32084	SJC Fire Service Admin ATTN: Amy Land 3657 Gaines Road St. Augustine, FL 32084
SJC Facilities Maint ATTN: Diane Boone 2416 Dobbs Road St. Augustine, FL 32086	SJC Library Admin ATTN: Angelina Gervasi 6670 US 1 S St. Augustine, FL 32086	SJC Ag Center ATTN: Amy Law 3125 Ag Center Drive St. Augustine, FL 32092	SJC Building Operations ATTN: Katie Diaz 500 San Sebastian View St. Augustine, FL 32084
SJC Utility Dept ATTN: Kathy Kelshaw 1205 State Road 16 St. Augustine, FL 32084	SJC Fleet Maintenance ATTN: Jeff Nordsiek 2760 Industry Center Rd St. Augustine, FL 32084	SJC Cultural Events ATTN: Elizabeth Glasgow 1340C A1A South St. Augustine, FL 32080	SJC Animal Control ATTN: Don Eason 130 N. Stratton Rd St. Augustine, FL 32095
SJC Sheriff's Office ATTN: Nikki Johnson 2416 Dobbs Road St. Augustine, FL 32086	SJC Emergency Management ATTN: Jody Pfannkuche 100 EOC Drive St. Augustine, FL 32092	SJC Medical Examiner's Office ATTN: Kelly Boulos 4501 Avenue A St. Augustine, FL 32095	SJC Public Works ATTN: Elizabeth Ingraham 2750 Industry Center Rd St. Augustine, FL 32084

- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than seven (7) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in

respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement; or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable; the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Advanced Disposal Services Jacksonville, LLC
Attn: Johnny Goodspeed
3515 Agricultural Center Drive
Saint Augustine, FL 32092

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 40 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "D", the contents of which are incorporated herein.

BID NO: 19-11; COMMERCIAL SOLID WASTE COLLECTION SERVICES
Master Contract No: 19-MCC-ADV-10083

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
County Name

By: _____
Signature - County Representative

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name – County Representative

Purchasing Manager
Printed Title – County Representative

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONTRACTOR:

Advanced Disposal Services Jacksonville, LLC
Company Name

Signature of Contractor Representative

Printed Name – Contractor Representative

Printed Title – Contractor Representative

Date of Execution

EXHIBIT "A"
BID NO: 19-11; COMMERCIAL SOLID WASTE COLLECTION SERVICES
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the monthly prices as submitted on the proposal. The Monthly Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

BID NO: 19-11 EXHIBIT "A-1" – TOTAL ANNUAL COST UNIT PRICE LIST

Item #	Container Size	Collection Frequency	Quantities	Unit Price per Month	Unit Price per Month x Monthly Quantities	Annual Price (Monthly Price x 12 months)
1	2 Cu Yd	2x / month	1	\$40.00	\$40.00	\$480.00
2	2 Cu Yd	1x / week	18	\$60.00	\$1,080.00	\$12,960.00
3	2 Cu Yd – Recycle	1x / week	2	\$50.00	\$100.00	\$1,200.00
4	4 Cu Yd	1x / week	20	\$70.00	\$1,400.00	\$16,800.00
5	6 Cu Yd	1x / week	2	\$80.00	\$160.00	\$1,920.00
6	8 Cu Yd	1x / week	5	\$90.00	\$450.00	\$5,400.00
7	8 Cu Yd – Recycle	1x / week	4	\$75.00	\$300.00	\$3,600.00
8	2 Cu Yd	2x / week	6	\$120.00	\$720.00	\$8,640.00
9	4 Cu Yd	2x / week	8	\$140.00	\$1,120.00	\$13,440.00
10	6 Cu Yd	2x / week	1	\$160.00	\$160.00	\$1,920.00
11	8 Cu Yd	2x / week	5	\$180.00	\$900.00	\$10,800.00
12	2 Cu Yd	3x / week	2	\$180.00	\$360.00	\$4,320.00
13	6 Cu Yd	3x / week	2	\$240.00	\$480.00	\$5,760.00
14	8 Cu Yd – Recycle	3x / week	1	\$225.00	\$225.00	\$2,700.00
15	35 Cu Yd Compactor***	1x / week	1	\$1,200.00	\$1,200.00	\$14,400.00
16	64 gal- Recycling totes	1x / week	30	\$7.00	\$210.00	\$2,520.00
				Total Cost:	\$8,905.00 (monthly)	\$106,860.00 (annual)

*** The 35 Cu Yd Compactor is provided by the hauler.

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Cost Price.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	\$50.00
2	8 Cu Yd	2x / month	\$70.00
3	8 Cu Yd – Recycle	2x / month	\$50.00
4	3 Cu Yd	1x / week	\$70.00
5	3 Cu Yd	2x / week	\$140.00
6	3 Cu Yd	3x / week	\$210.00
7	4 Cu Yd	3x / week	\$210.00
8	4 Cu Yd	5x / week	\$350.00
9	8 Cu Yd	3x / week	\$270.00
10	8 Cu Yd	5x / week	\$450.00
11	8 Cu Yd – Recycle	5x / week	\$375.00
*****	Container Size	Special Events	Unit Price per Month
1	2 Cu Yd	One Month Event w/ 2x/wk Collection	\$120.00
2	3 Cu Yd	One Month Event w/ 2x/wk Collection	\$140.00
3	4 Cu Yd	One Month Event w/ 2x/wk Collection	\$140.00
4	6 Cu Yd	One Month Event w/ 2x/wk Collection	\$160.00
5	8 Cu Yd	One Month Event w/ 2x/wk Collection	\$180.00
6	10 Cu Yd	One Month Event w/ 2x/wk Collection	N/A
7	20 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	\$1,950.00 + Disposal \$57.00 per ton
8	30 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	\$1,950.00 + Disposal \$57.00 per ton
9	40 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	\$1,950.00 + Disposal \$57.00 per ton

BID NO: 19-11 EXHIBIT "A-1" - UNIT PRICE LIST (cont.)

AS NEEDED AND AS REQUESTED SERVICES

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County.

Item #	Container Size	One-Time Collections (As Requested by St. Johns County Depts.)	Unit Price per Collection
1	2 Cu Yd	One-Time Collection	\$35.00
2	3 Cu Yd	One-Time Collection	\$45.00
3	4 Cu Yd	One-Time Collection	\$45.00
4	6 Cu Yd	One-Time Collection	\$55.00
5	8 Cu Yd	One-Time Collection	\$65.00
6	8 Cu Yd - Recycling	One-Time Collection	\$35.00
7	10 Cu Yd	One-Time Collection	N/A
8	20 Cu Yd – Roll Off	One-Time Collection	\$225.00 + Disposal \$57.00 per ton
9	30 Cu Yd – Roll Off	One-Time Collection	\$225.00 + Disposal \$57.00 per ton
10	35 Cu Yd – Compactor	One-Time Collection	\$225.00 + Disposal \$57.00 per ton
11	Roll off for Metal Materials	One-Time Collection	\$225.00
12	Roll off for Construction Debris Materials	One-Time Collection	\$225.00 + Disposal \$45.00 per ton

Each Bidder shall type or print legibly the unit prices in each designated space provided. If any of the Unit Prices written/typed above are illegible, the County may consider a "No Bid" for that item.

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

The Unit Prices submitted above shall include any and all fees, charges, costs associated with performing the services required for each container listed. No additional or separate costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers.

EXHIBIT "B"
BID NO: 19-11; COMMERCIAL SOLID WASTE COLLECTION SERVICES
CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of three (3) calendar years, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for one (1), two (2) year renewal option, upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.

EXHIBIT "C"**BID NO: 19-11; COMMERCIAL SOLID WASTE COLLECTION SERVICES****CONTAINER LOCATION & COLLECTION FREQUENCY LIST**

The table below lists the locations of containers currently utilized by St. Johns County Departments & Facilities and the preferred collection days. These days may be discussed with the Contractor to determine the most efficient route for collection.

Department	Facility/Location	Type of Container	Size of Container	Frequency of Collection	Collection Days
SJC Parks & Rec					
Main Office	2175 Mizell Rd	Solid Waste	4 Cu Yd	1 x per wk	Mon
Parks Garage	850 16th St	Solid Waste	4 Cu Yd	1 x per wk	Mon
SJC Fairgrounds	5840 State Rd 207	Solid Waste	30 Cu Yd RO	Upon request	
St. Aug Lil League	485 State Rd 207	Solid Waste	8 Cu Yd	1 x per wk	Wed
Mills Field	1805 Racetrack Rd	Solid Waste	8 Cu Yd	1 x per wk	Tues
Player-Sr Comm Ctr	175 Landrum Ln	Solid Waste	4 Cu Yd	1 x per wk	Sat
Rivertown Park	200 Swamp Oak Trail	Solid Waste	30 Cu Yd	Upon request	
SJC Davis Park	210 Davis Park Road	Solid Waste	30 Cu Yd	Upon request	
SJC Golf Course					
Main Office	4845 Cypress Links Blvd	Solid Waste	4 Cu Yd	1 x per wk	Wed before 2pm
SJC Agricultural Center					
Wind Mitigation	3125 Ag Center Dr	Solid Waste	2 Cu Yd	1 x per wk	Tues
Ag Center	3125 Ag Center Dr	Solid Waste	4 Cu Yd	1 x per wk	Tues
SJC Animal Control					
Pet Center	130 N Stratton Rd	Solid Waste	4 Cu Yd	2 x per wk	Tues/Fri
SJC Building Operations					
NW Annex	725 Flora Branch Blvd	Solid Waste	4 Cu Yd	1 x per wk	Tues
PV Annex	99 N Palm Valley Rd	Solid Waste	4 Cu Yd	1 x per wk	Thurs
Supervisor of Elect	4455 Avenue A	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs
SE Annex	6658 US 1 S	Solid Waste	4 Cu Yd	1 x per wk	Thurs
SJC Service Center	4030 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Wed/Fri
SJC Judicial Center	4010 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Wed/Fri
SJC Permit Center	4040 Lewis Spdwy	Solid Waste	4 Cu Yd	2 x per wk	Wed/Fri
SJC Administration	500 San Sebastian Vw	Solid Waste	4 Cu Yd	2 x per wk	Wed/Fri
Hastings Storage	400 E Harris St	Solid Waste	8 Cu Yd	2 x per wk	Tues/Fri
Hastings Annex/ Library	6195 N Main St	Solid Waste	4 Cu Yd	1 x per wk	Mon
HHS Building	200 San Sebastian View	Recycle	8 Cu Yd	1 x per wk	Fri
HHS Building	200 San Sebastian View	Solid Waste	8 Cu Yd	2 x per wk	Wed/Fri
SAO HIU Dept	2446 Dobbs Rd	Solid Waste	2 Cu Yd	2 x per mo	Mon
SJC Central Receiving					
30 Recycling ****	4010 B Lewis Spdwy	Recycle	64 gal	1 x per wk	Mon by 3pm
SJC Cultural					
Events/Amphitheatre					
SJC Ponte Vedra Concert Hall	1050 A1A North	Solid Waste	8 Cu Yd	1 x per wk	Thurs
SJC Ponte Vedra Concert Hall	1050 A1A North	Recycle	8 Cu Yd	1 x per wk	Wed
SJC Fleet Maintenance					
Main Office	2760 Industry Center Rd	Solid Waste	8 Cu Yd	1 x per wk	Tues
Main Office	2760 Industry Center Rd	Recycle	8 Cu Yd	1 x per wk	Thurs
SJC Library Admin					
Bartram Trail Branch	60 Davis Pond Blvd	Solid Waste	2 Cu Yd	2 x per wk	Tues/Fri
Southeast Branch	6670 US 1 S	Recycle	2 Cu Yd	1 x per wk	Wed
Southeast Branch	6670 US 1 S	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs
Ponte Vedra Branch	101 Library Blvd	Solid Waste	4 Cu Yd	2 x per wk	Mon/Thurs

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SJC Utility/Dept						
CR214 Mainland WTP	2160 Water Plant Rd	Solid Waste	6 Cu Yd	1 x per wk	Thurs	
CR 207 WWTP	4428 Golf Ridge Dr	Solid Waste	2 Cu Yd	1 x per wk	Wed before 2:30PM	
Marsh Landing WWTP	166 Marsh Cove Dr	Solid Waste	4 Cu Yd	1 x per wk	Wed	
Inlet Beach WWTP	605 Palmera Dr	Solid Waste	4 Cu Yd	1 x per wk	Wed before 2:30PM	
Inlet Beach WTP	98 Citrus Lane	Solid Waste	2 Cu Yd	1 x per wk	Wed	
Players Club WWTP	5250 Palm Valley R	Solid Waste	4 Cu Yd	1 x per wk	Thurs before 2:30pm	
Hastings WWP	900 N Main Street	Solid Waste	4 Cu Yd	1 x per wk	Wed	
Sawgrass WWTP	10042 Sawgrass Dr W	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs before 2:30pm	
Sawgrass WWTP	10042 Sawgrass Dr W	Influent, on castors	2 Cu Yd	2 x per wk	Mon/Thurs before 2:30PM	
Anastasia Island WWTP	850 W 16 th St	Grit	6 Cu Yd	3 x per wk	Mon/Wed/Fri	
Anastasia Island WWTP	850 W 16th St	Grit	6 Cu Yd	3 x per wk	Mon/Wed/Fri	
Anastasia Island WWTP	850 W 16th St	Solid Waste	2 Cu Yd	2 x per wk	Mon/Fri	
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd	3 x per wk	Mon/Wed/Fri before 2:30PM	
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd	3 x per wk	Mon/Wed/Fri before 2:30PM	
SR 16 & I-95 WWTP^^	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd		Extra for swap on location	
SR 16 & I-95 WWTP^^	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd		Extra for swap on location	
Arc Drive	2104 Arc Dr	Solid Waste	8 Cu Yd	1 x per wk	Tues	
Arc Drive	2104 Arc Dr	Recycle	8 Cu Yd	1 x per wk	Tues	
Arc Drive	2104 Arc Dr	Metal	Roll Off	Upon request		
Arc Drive	2104 Arc Dr	construct debris	Roll Off	Upon request		
SJC Utility Admin	1205 SR 16	Solid Waste	4 Cu Yd	1 x per wk	Wed	
Northwest WTP	3390 Intn'l Golf Pkwy	Solid Waste	4 Cu Yd	1 x per wk	Tues	
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	2 x per wk	Mon/Thurs	
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	2 x per wk	Mon/Thurs	
Northwest WWTP	3450 Intn'l Golf Pkwy	Inorganics Collected	6 Cu Yd	1 x per wk	Mon	
Northwest WWTP	3450 Intn'l Golf Pkwy	Solid Waste	2 Cu Yd	1 x per wk	Mon	
SJC Fire/Rescue/Admin						
Fire Rescue Admin	3657 Gaines Rd	Solid Waste	6 Cu Yd	2 x per wk	Mon/Thurs	
Fire Station #1	130 Canal St	Solid Waste	2 Cu Yd	1 x per wk	Thurs	
Fire Station #2	1120 Sheffield Rd	Solid Waste	2 Cu Yd	1 x per wk	Tues	
Fire Station #3	6010 State Rd 13 N	Solid Waste	2 Cu Yd	1 x per wk	Mon	
Fire Station #4	3400 County Rd 208	Solid Waste	2 Cu Yd	1 x per wk	Fri	
Fire Station #5	200 St. Aug Blvd S Dr	Solid Waste	2 Cu Yd	1 x per wk	Tues	
Fire Station #6	5865 A1A S	Solid Waste	2 Cu Yd	1 x per wk	Wed	
Fire Station #8	7985 Morrison Rd	Solid Waste	2 Cu Yd	1 x per wk	Wed	
Fire Station #9	2724 S Ponte Vedra Blvd	Solid Waste	2 Cu Yd	1 x per wk	Thurs	
Fire Station #10	155 Library Blvd	Solid Waste	2 Cu Yd	1 x per wk	Wed	
Fire Station #11	448 Shores Blvd	Solid Waste	4 Cu Yd	1 x per wk	Thurs	
Fire Station #14	1255 King St	Solid Waste	2 Cu Yd	1 x per wk	Wed	
Fire Station #15	220 Pine Island Rd	Solid Waste	4 Cu Yd	1 x per wk	Wed	
Fire Station #16	235 Murabella Pkwy	Solid Waste	2 Cu Yd	1 x per wk	Mon	
Fire Station #17	10001 Cartwheel Bay Ave	Solid Waste	2 Cu Yd	1 x per wk	Tues	
Fire Station #18	1055 Crosswater Pkwy	Solid Waste	4 Cu Yd	1 x per wk	Thurs	
SJC Public Works						
Main Office	2750 Industry Center Rd	Recycle	2 Cu Yd	1 x per wk	Tues	
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk	Tues/Fri	
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk	Tues/Fri	
SJC Road & Bridge						
Adjacent to main office	2740 Industry Center Rd	Solid Waste	4 Cu Yd	1 x per wk	Tues	

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SJC Facilities Maintenance					
Main Office	2416 Dobbs Rd	Solid Waste	8 Cu Yd	2 x per wk	Mon/Thurs
SJSO Maintenance					
SJSO Youth Svcs	155 N St. Johns Ave	Solid Waste	2 Cu Yd	1 x per wk	Wed
SJSO Jail	3955 Lewis Speedway	Recycle	8 Cu Yd	3 x per wk	Mon/Wed/Fri
SJSO Jail	3955 Lewis Speedway	Compactor	35 Cu Yd	1 x per wk	Wed
SJC Emergency Management					
SJC EOC	100 EOC Dr	Solid Waste	4 Cu Yd	1 x per wk	Wed
SJC Medical Examiner's Office					
SJC Medical Examiner's Office	4501 Avenue A	Solid Waste	2 Cy Yd	1 x per wk	Thurs

**** The thirty (30) recycling 64 gallon totes listed under SJC Building Operations, are totes that are located at SJC Central Receiving for the purpose of SJC Staff collecting recyclable materials from SJC Campus offices and depositing them into the totes for collection by the Contractor.

Recycling service for the County is single stream for only the thirty (30) recycling 64 gallon totes listed above under SJC Building Operations located at SJC Central Receiving. All other Recycle Containers listed are for recycling of cardboard and paper.

^^ The two (2) castors for Grit under Utilities located at SR 16 & I-95 WWTP listed above as extra for swap on location are provided to the County at no charge for 2 extra cans on site for use when needed.

Bid No: 19-11; Commercial Solid Waste Collection Services
EXHIBIT "D"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving

such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 12, 2018

RE: Bid No: 19-11 Commercial Solid Waste Collection Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Advanced Disposal Services Jacksonville, LLC as the lowest responsive, responsible bidders for Bid No: 19-11 Commercial Solid Waste Collection Services. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 10:00 AM, Monday, December 17, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to the attention, Erin Edwards, MAOL, Procurement Coordinator in the Purchasing Department at eedwards@sjcfl.us.

Sincerely,

St. Johns County

Board of County Commissioners


County Representative Signature

Date: 12/12/18

Jaime T. Locklear MPA, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
FROM: Erin Edwards, MAOL, Procurement Coordinator *EE*
SUBJECT: Transmittal of Bids Received for Bid No. 19-11 Commercial Solid Waste Collection Services
DATE: November 29, 2018

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *Locklear*

Date *12/12/18*

Budget Amount *varies*

Account Funding Title *varies*

Funding Charge Code *varies*

Award to *Advanced Disposal*

Award Amount *Based on Usage*

BID NO: 19-11

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: COMMERCIAL SOLID WASTE COLLECTION SERVICES

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 11-28-18

BID PROPOSAL OF

ADVANCED Disposal Services, Jacksonville, LLC
Full Legal Company Name

7580 Phillips Hwy Jacksonville FL 32256 904-783-7000 904-448-6277
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 19-11: Commercial Solid Waste Collection Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE BID:

FOR: Commercial Solid Waste Collection Services.

Note: Any and all fees, charges, and costs associated with performing the required services must be at the expense of the Contractor. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the total annual bid price submitted below.

\$ 106,860.00
Total Annual Price Bid Written in Numerals

ONE Hundred Six thousand Eight hundred Sixty dollars / 100
Total Annual Price Bid Written in Words

Each Bidder shall use the current quantities of containers as listed on Exhibit "B", provided herein, multiplied by the unit prices of each container, stated on Exhibit "A", added to calculate the Total Annual Price Bid above. All other submitted Unit Prices shall be used for services on an as needed basis.

Any discrepancy between the unit prices stated on Exhibit "A" and the Total Annual Price Bid shall be decided by the Unit Price submitted on Exhibit "A". In the event of a conflict, the Bidder's Total Annual Price Bid shall be corrected to reflect the extended price using the Unit Prices from Exhibit "A".

If any Bidder is unable to provide any container and/or collection frequency stated herein on Exhibit "A", the Bidder shall submit a "No Bid" for that item.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Facility ID Number: 21745

Bid No: 19-11

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 11/2/18 Date Received:

No.: 2 11/21/18 Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of Five Percent (5%) of the total Annual Price Bid submitted on the Official County Bid Form, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 19-11

CORPORATE/COMPANY

Full Legal Company Name: Advanced Disposal Services Jacksonville, LLC (Seal)

By: [Signature] John Spegal
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Johnny Goodspeed
Signature of Authorized Representative (Name & Title typed or printed)

Address: 3515 Agricultural Center Drive; Saint Augustine, FL 32092

Telephone No.: (904) 827-1005

Fax No.: (904) 827-1008

Email Address for Authorized Company Representative: jgoodspeed@advanceddisposal.com

Federal I.D. Tax Number: 59-3699605

DUNS #: 078721021
(if applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

Official County Bid Form
Attachment "A" – Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License/Certification List
Attachment "D" – List of Proposed Sub-Contractors
Attachment "E" – Conflict of Interest Disclosure Form
Attachment "F" – Drug-Free Workplace Form
Attachment "G" – Proof of Insurance
Attachment "H" – Claims, Liens, and Litigation History
Bid Bond Form
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", and Bid Bond (form must be completed if submitting through a Surety), along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 19-11 EXHIBIT "A" - TOTAL ANNUAL COST UNIT PRICE LIST-REVISED 11/2/2018

Item #	Container Size	Collection Frequency	Quantities	Unit Price per Month	Unit Price per Month x Monthly Quantities	Annual Price (Monthly Price x 12 months)
1	2 Cu Yd	2x / month	1	40	40	480
2	2 Cu Yd	1x / week	18	60	1080	12960
3	2 Cu Yd - Recycle	1x / week	2	50	100	1200
4	4 Cu Yd	1x / week	20	70	1400	16800
5	6 Cu Yd	1x / week	2	80	160	1920
6	8 Cu Yd	1x / week	5	90	450	5400
7	8 Cu Yd - Recycle	1x / week	4	75	300	3600
8	2 Cu Yd	2x / week	6	120	720	8640
9	4 Cu Yd	2x / week	8	140	1120	13440
10	6 Cu Yd	2x / week	1	160	160	1920
11	8 Cu Yd	2x / week	5	180	900	10800
12	2 Cu Yd	3x / week	2	180	360	4320
13	6 Cu Yd	3x / week	2	240	480	5760
14	8 Cu Yd - Recycle	3x / week	1	225	225	2700
15	35 Cu Yd Compact***	1x / week	1	1200	1200	14400
16	64 gal- Recycling toters	1x / week	30	7	210	2520
				Total Cost:	\$ 8905 (monthly)	\$ 106860 (annual)

*** The 35 Cu Yd Compactor is provided by the hauler.

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Cost Price.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	50
2	8 Cu Yd	2x / month	70
3	8 Cu Yd - Recycle	2x / month	50
4	3 Cu Yd	1x / week	70
5	3 Cu Yd	2x / week	140
6	3 Cu Yd	3x / week	210
7	4 Cu Yd	3x / week	210
8	4 Cu Yd	5x / week	350
9	8 Cu Yd	3x / week	270
10	8 Cu Yd	5x / week	450
11	8 Cu Yd - Recycle	5x / week	375
*****	Container Size	Special Events	Unit Price per Month
1	2 Cu Yd	One Month Event w/ 2x/wk Collection	120
2	3 Cu Yd	One Month Event w/ 2x/wk Collection	140
3	4 Cu Yd	One Month Event w/ 2x/wk Collection	140
4	6 Cu Yd	One Month Event w/ 2x/wk Collection	160
5	8 Cu Yd	One Month Event w/ 2x/wk Collection	180
6	10 Cu Yd	One Month Event w/ 2x/wk Collection	NA
7	20 Cu Yd - Roll Off	One Month Event w/ 2x/wk Collection	1950 + Disposal
8	30 Cu Yd - Roll Off	One Month Event w/ 2x/wk Collection	1950 + Disposal
9	40 Cu Yd - Roll Off	One Month Event w/ 2x/wk Collection	1950 + Disposal

57⁰⁰ per ton
57 per ton
57 per ton

BID NO: 19-11 EXHIBIT "A" - UNIT PRICE LIST -Revised 11/2/2018(cont.)

AS NEEDED AND AS REQUESTED SERVICES

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County.

Item #	Container Size	One-Time Collections (As Requested by St. Johns County Depts)	Unit Price per Collection
1	2 Cu Yd	One-Time Collection	35
2	3 Cu Yd	One-Time Collection	45
3	4 Cu Yd	One-Time Collection	45
4	6 Cu Yd	One-Time Collection	55
5	8 Cu Yd	One-Time Collection	65
6	8 Cu Yd - Recycling	One-Time Collection	35
7	10 Cu Yd	One-Time Collection	NA
8	20 Cu Yd - Roll Off	One-Time Collection	225 + Disposal
9	30 Cu Yd - Roll Off	One-Time Collection	225 + Disposal
10	35 Cu Yd - Compactor	One-Time Collection	225 + Disposal
11	Roll off for Metal Materials	One-Time Collection	225
12	Roll off for Construction Debris Materials	One-Time Collection	225 + Disposal

57 per ton
57 per ton
57 per ton
45 per ton

Each Bidder shall type or print legibly the unit prices in each designated space provided. If any of the Unit Prices written/typed above are illegible, the County may consider a "No Bid" for that item.

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

The Unit Prices submitted above shall include any and all fees, charges, costs associated with performing the services required for each container listed. No additional or separate costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 5, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 19-11; Commercial Solid Waste Collection Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Clarifications:

1. Revised Exhibit "A" Total Annual Cost Unit Price List: Please see attached.
2. Revised Exhibit "B" Location & Collection Frequency List: Please see attached.
3. Recycling- p. 36 is hereby revised as follows: Recycling service for the County is single stream for only the thirty (30) recycling 64 gallon tofers listed on Exhibit "B" under SJC Building Operations located at SJC Central Receiving. All other Recycle Containers listed on Exhibit "B" are for recycling of cardboard and paper.
4. Invoicing- p. 10 is hereby revised to add the following SJC Department and contact for submitting invoices for payment:

SJC Public Works
Attn: Elizabeth Ingraham
2750 Industry Center Rd
St. Augustine, FL 32084

THE BID DUE DATE REMAINS: Wednesday, November 28, 2018 at 2:00 P.M.

Acknowledgment

[Signature] 11-8-18
Signature and Date

Burch Pusny District Sales Mgr.
Printed Name and Title

ADVANCED DISPOSAL SERVICES Jacksonville, LLC.
Company Name (Print)

Sincerely,

[Signature]
Erin Edwards, MAOL
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #1

BID NO: 19-11 EXHIBIT "A" – TOTAL ANNUAL COST UNIT PRICE LIST-REVISED 11/2/2018

Item #	Container Size	Collection Frequency	Quantities	Unit Price per Month	Unit Price per Month x Monthly Quantities	Annual Price (Monthly Price x 12 months)
1	2 Cu Yd	2x / month	1			
2	2 Cu Yd	1x / week	18			
3	2 Cu Yd – Recycle	1x / week	2			
4	4 Cu Yd	1x / week	20			
5	6 Cu Yd	1x / week	2			
6	8 Cu Yd	1x / week	5			
7	8 Cu Yd – Recycle	1x / week	4			
8	2 Cu Yd	2x / week	6			
9	4 Cu Yd	2x / week	8			
10	6 Cu Yd	2x / week	1			
11	8 Cu Yd	2x / week	5			
12	2 Cu Yd	3x / week	2			
13	6 Cu Yd	3x / week	2			
14	8 Cu Yd – Recycle	3x / week	1			
15	35 Cu Yd Compact***	1x / week	1			
16	64 gal- Recycling toters	1x / week	30			
				Total Cost:	\$	\$
					(monthly)	(annual)

*** The 35 Cu Yd Compactor is provided by the hauler.

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Cost Price.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	
2	8 Cu Yd	2x / month	
3	8 Cu Yd – Recycle	2x / month	
4	3 Cu Yd	1x / week	
5	3 Cu Yd	2x / week	
6	3 Cu Yd	3x / week	
7	4 Cu Yd	3x / week	
8	4 Cu Yd	5x / week	
9	8 Cu Yd	3x / week	
10	8 Cu Yd	5x / week	
11	8 Cu Yd – Recycle	5x / week	
*****	Container Size	Special Events	Unit Price per Month
1.	2 Cu Yd	One Month Event w/ 2x/wk Collection	
2	3 Cu Yd	One Month Event w/ 2x/wk Collection	
3	4 Cu Yd	One Month Event w/ 2x/wk Collection	
4	6 Cu Yd	One Month Event w/ 2x/wk Collection	
5	8 Cu Yd	One Month Event w/ 2x/wk Collection	
6	10 Cu Yd	One Month Event w/ 2x/wk Collection	
7	20 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	
8	30 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	
9	40 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	

BID NO: 19-11 EXHIBIT "A" - UNIT PRICE LIST -Revised 11/2/2018(cont.)

AS NEEDED AND AS REQUESTED SERVICES

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County.

Item #	Container Size	One-Time Collections (As Requested by St. Johns County Depts)	Unit Price per Collection
1	2 Cu Yd	One-Time Collection	
2	3 Cu Yd	One-Time Collection	
3	4 Cu Yd	One-Time Collection	
4	6 Cu Yd	One-Time Collection	
5	8 Cu Yd	One-Time Collection	
6	8 Cu Yd - Recycling	One-Time Collection	
7	10 Cu Yd	One-Time Collection	
8	20 Cu Yd - Roll Off	One-Time Collection	
9	30 Cu Yd - Roll Off	One-Time Collection	
10	35 Cu Yd - Compactor	One-Time Collection	
11	Roll off for Metal Materials	One-Time Collection	
12	Roll off for Construction Debris Materials	One-Time Collection	

Each Bidder shall type or print legibly the unit prices in each designated space provided. If any of the Unit Prices written/typed above are illegible, the County may consider a "No Bid" for that item.

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

The Unit Prices submitted above shall include any and all fees, charges, costs associated with performing the services required for each container listed. No additional or separate costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers.

EXHIBIT "B"-Revised 11/2/2018

BID NO: 19-11: COMMERCIAL SOLID WASTE COLLECTION SERVICES

CONTAINER LOCATION & COLLECTION FREQUENCY LIST

The table below lists the locations of containers currently utilized by St. Johns County Departments & Facilities and the preferred collection days. These days may be discussed with the Contractor to determine the most efficient route for collection.

Department	Facility/Location	Type of Container	Size of Container	Frequency of Collection	Collection Days
SJC Parks & Rec.					
Main Office	2175 Mizell Rd	Solid Waste	4 Cu Yd	1 x per wk	Mon
Parks Garage	850 16th St	Solid Waste	4 Cu Yd	1 x per wk	Mon
SJC Fairgrounds	5840 State Rd 207	Solid Waste	30 Cu Yd RO	Upon request	
St. Aug Lil League	485 State Rd 207	Solid Waste	8 Cu Yd	1 x per wk	Wed
Mills Field	1805 Racetrack Rd	Solid Waste	8 Cu Yd	1 x per wk	Tues
Player Sr Comm Ctr	175 Landrum Ln	Solid Waste	4 Cu Yd	1 x per wk	Sat
Rivertown Park	200 Swamp Oak Trail	Solid Waste	30 Cu Yd	Upon request	
SJC Davis Park	210 Davis Park Road	Solid Waste	30 Cu Yd	Upon request	
SJC Golf Course					
Main Office	4845 Cypress Links Blvd	Solid Waste	4 Cu Yd	1 x per wk	Wed before 2pm
SJC Agricultural Center					
Wind Mitigation	3125 Ag Center Dr	Solid Waste	2 Cu Yd	1 x per wk	Tues
Ag Center	3125 Ag Center Dr	Solid Waste	4 Cu Yd	1 x per wk	Tues
SJC Animal Control					
Pet Center	130 N Stratton Rd	Solid Waste	4 Cu Yd	2 x per wk	Tues/Fri
SJC Building Operations					
W Annex	725 Flora Branch Blvd	Solid Waste	4 Cu Yd	1 x per wk	Tues
PV Annex	99 N Palm Valley Rd	Solid Waste	4 Cu Yd	1 x per wk	Thurs
Supervisor of Elect	4455 Avenue A	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs
SE Annex	6658 US 1 S	Solid Waste	4 Cu Yd	1 x per wk	Thurs
SJC Service Center	4030 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Wed/Fri
SJC Judicial Center	4010 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Wed/Fri
SJC Permit Center	4040 Lewis Spdwy	Solid Waste	4 Cu Yd	2 x per wk	Wed/Fri
SJC Administration	500 San Sebastian Vw	Solid Waste	4 Cu Yd	2 x per wk	Wed/Fri
Hastings Storage	400 E Harris St	Solid Waste	8 Cu Yd	2 x per wk	Tues/Fri
Hastings Annex/ Library	6195 N Main St	Solid Waste	4 Cu Yd	1 x per wk	Mon
HHS Building	200 San Sebastian View	Recycle	8 Cu Yd	1 x per wk	Fri
HHS Building	200 San Sebastian View	Solid Waste	8 Cu Yd	2 x per wk	Wed/Fri
SAO HIU Dept	2446 Dobbs Rd	Solid Waste	2 Cu Yd	2 x per mo.	Mon
SJC Central Receiving					
30 Recycling ****	4010 B Lewis Spdwy	Recycle	64 gal	1 x per wk	Mon by 3pm
SJC Cultural					
Events/Amphitheatre					
SJC Ponte Vedra Concert Hall	1050 A1A North	Solid Waste	8 Cu Yd	1 x per wk	Thurs
SJC Ponte Vedra Concert Hall	1050 A1A North	Recycle	8 Cu Yd	1 x per wk	Wed
SJC Fleet Maintenance					
Main Office	2760 Industry Center Rd	Solid Waste	8 Cu Yd	1 x per wk	Tues
Main Office	2760 Industry Center Rd	Recycle	8 Cu Yd	1 x per wk	Thurs
SJC Library Admin					
Bartram Trail Branch	60 Davis Pond Blvd	Solid Waste	2 Cu Yd	2 x per wk	Tues/Fri
Southeast Branch	6670 US 1 S	Recycle	2 Cu Yd	1 x per wk	Wed
Southeast Branch	6670 US 1 S	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs
Ponte Vedra Branch	101 Library Blvd	Solid Waste	4 Cu Yd	2 x per wk	Mon/Thurs

Bid No: 19-11-Revised 11/2/2018

SJC Utility Dept						
CR214 Mainland WTP	2160 Water Plant Rd	Solid Waste	6 Cu Yd	1 x per wk		Thurs
CR 207 WWTP	4428 Golf Ridge Dr	Solid Waste	2 Cu Yd	1 x per wk		Wed before 2:30PM
Marsh Landng WWTP	166 Marsh Cove Dr	Solid Waste	4 Cu Yd	1 x per wk		Wed
Inlet Beach WWTP	605 Palmera Dr	Solid Waste	4 Cu Yd	1 x per wk		Wed before 2:30PM
Inlet Beach WTP	98 Citrus Lane	Solid Waste	2 Cu Yd	1 x per wk		Wed
Players Club WWTP	5250 Palm Valley R	Solid Waste	4 Cu Yd	1 x per wk		Thurs before 2:30pm
Hastings WWP	900 N Main Street	Solid Waste	4 Cu Yd	1 x per wk		Wed
Sawgrass WWTP	10042 Sawgrass Dr W	Solid Waste	2 Cu Yd	2 x per wk		Mon/Thurs before 2:30pm
Sawgrass WWTP	10042 Sawgrass Dr W	Influent, on castors	2 Cu Yd	2 x per wk		Mon/Thurs before 2:30PM
Anastasia Island WWTP	850 W 16 th St	Grit	6 Cu Yd	3 x per wk		Mon/Wed/Fri
Anastasia Island WWTP	850 W 16 th St	Grit	6 Cu Yd	3 x per wk		Mon/Wed/Fri
Anastasia Island WWTP	850 W 16 th St	Solid Waste	2 Cu Yd	2 x per wk		Mon/Fri
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd	3 x per wk		Mon/Wed/Fri before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd	3 x per wk		Mon/Wed/Fri before 2:30PM
SR 16 & I-95 WWTP ^{MA}	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd			Extra for swap on location
SR 16 & I-95 WWTP ^{MA}	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd			Extra for swap on location
Arc Drive	2104 Arc Dr	Solid Waste	8 Cu Yd	1 x per wk		Tues
Arc Drive	2104 Arc Dr	Recycle	8 Cu Yd	1 x per wk		Tues
Arc Drive	2104 Arc Dr	Metal	Roll Off	Upon request		
Arc Drive	2104 Arc Dr	construct debris	Roll Off	Upon request		
SJC Utility Admin	1205 SR 16	Solid Waste	4 Cu Yd	1 x per wk		Wed
Northwest WTP	3390 Intn'l Golf Pkwy	Solid Waste	4 Cu Yd	1 x per wk		Tues
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	2 x per wk		Mon/Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	2 x per wk		Mon/Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Inorganics Collected	6 Cu Yd	1 x per wk		Mon
Northwest WWTP	3450 Intn'l Golf Pkwy	Solid Waste	2 Cu Yd	1 x per wk		Mon
SJC Fire Rescue Admin						
Fire Rescue Admin	3657 Gaines Rd	Solid Waste	6 Cu Yd	2 x per wk		Mon/Thurs
Fire Station #1	130 Canal St	Solid Waste	2 Cu Yd	1 x per wk		Thurs
Fire Station #2	1120 Sheffield Rd	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #3	6010 State Rd 13 N	Solid Waste	2 Cu Yd	1 x per wk		Mon
Fire Station #4	3400 County Rd 208	Solid Waste	2 Cu Yd	1 x per wk		Fri
Fire Station #5	200 St. Aug Blvd S Dr	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #6	5865 A1A S	Solid Waste	2 Cu Yd	1 x per wk		Wed
Fire Station #8	7985 Morrison Rd	Solid Waste	2 Cu Yd	1 x per wk		Wed
Fire Station #9	2724 S Ponte Vedra Blvd	Solid Waste	2 Cu Yd	1 x per wk		Thurs
Fire Station #10	155 Library Blvd	Solid Waste	2 Cu Yd	1 x per wk		Wed
Fire Station #11	448 Shores Blvd	Solid Waste	4 Cu Yd	1 x per wk		Thurs
Fire Station #14	1255 King St	Solid Waste	2 Cu Yd	1 x per wk		Wed
Fire Station #15	220 Pine Island Rd	Solid Waste	4 Cu Yd	1 x per wk		Wed
Fire Station #16	235 Murabella Pkwy	Solid Waste	2 Cu Yd	1 x per wk		Mon
Fire Station #17	10001 Cartwheel Bay Ave	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #18	1055 Crosswater Pkwy	Solid Waste	4 Cu Yd	1 x per wk		Thurs
SJC Public Works						
Main Office	2750 Industry Center Rd	Recycle	2 Cu Yd	1 x per wk		Tues
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk		Tues/Fri
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk		Tues/Fri
SJC Road & Bridge						
Adjacent to main office	2740 Industry Center Rd	Solid Waste	4 Cu Yd	1 x per wk		Tues

1 No: 19-11-Revised 11/2/2018

SJC Facilities Maintenance					
Main Office	2416 Dobbs Rd	Solid Waste	8 Cu Yd	2 x per wk	Mon/Thurs
SJSO Maintenance					
SJSO Youth Svcs	155 N St. Johns Ave	Solid Waste	2 Cu Yd	1 x per wk	Wed
SJSO Jail	3955 Lewis Speedway	Recycle	8 Cu Yd	3 x per wk	Mon/Wed/Fri
SJSO Jail	3955 Lewis Speedway	Compactor	35 Cu Yd	1 x per wk	Wed
SJC Emergency Management					
SJC EOC	100 EOC Dr	Solid Waste	4 Cu Yd	1 x per wk	Wed
SJC Medical Examiner's Office					
SJC Medical Examiner's Office	4501 Avenue A	Solid Waste	2 Cy Yd	1 x per wk	Thurs

**** The thirty (30) recycling 64 gallon totes listed under SJC Building Operations, are totes that are located at SJC Central Receiving for the purpose of SJC Staff collecting recyclable materials from SJC Campus offices and depositing them into the totes for collection by the Contractor.

Recycling service for the County is single stream for only the thirty (30) recycling 64 gallon totes listed above under SJC Building Operations located at SJC Central Receiving. All other Recycle Containers listed are for recycling of cardboard and paper.

^^ The two (2) castors for Grit under Utilities located at SR 16 & I-95 WWTP listed above as extra for swap on location are provided to the County at no charge for 2 extra cans on site for use when needed.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

November 21, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 19-11; Commercial Solid Waste Collection Services

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. If awarded, what will start date of contract be?

Answer: The start date of the contract will be April 1, 2019.

2. What are current rates for this service?

Answer: Attached are the "Current Rates" for Bid 14-02R.

3. What are average monthly tons collected for all front load containers?

Answer: The County does not track this information; therefore, it is not available.

4. Where is current waste disposed and what is are dump fees? Garbage and recycle?

Answer: As stated on Page 36, the tipping fee for front-load containers are \$57.00 per ton.

5. Is there required dump facilities we must use?

Answer: The County facilities are Tillman Ridge Landfill and/or Stratton Road transfer stations.

6. Are there any franchise fees?

Answer: Contractor is to follow County's franchise agreements.

7. **Price adjustment** – The prices are to be firm for the initial term. Would the County consider allowing the Contractor to seek an adjustment due to an increase in disposal costs, a change in law or extraordinary cost increase? In addition, if the Contractor seeks a price increase at renewal based on the CPI percentage increase, will that be automatic or can the County decline the increase?

Answer: The price will remain firm for the initial 12 months of the contract. CPI adjust

may be requested each year 60 days before the contract year ends.

8. Renewal – Can the contractor decline a renewal?

Answer: Yes

9. Indemnity – Does the indemnity obligation of contractor exclude consequential and punitive damages?

Answer: Yes, in part. Provisions clarifying any limitations of liability are typically negotiated, clearly defined and included in the final agreement.

10. Litigation history – Attachment H requires disclosure of all litigation and arbitrations in the past 7 years. We are a large company with routine collection matters, employment matters, auto accidents and other matters that are sometimes litigated or arbitrated but are not material to the operations of the company. Will the county limit the litigation/arbitration disclosure to those matters that involve a governmental entity? With regard to liquidated damages, does this disclosure relate to construction type projects? We have many franchise agreements for collection of waste with governmental entities that routinely have some liquidated damage provisions for missed pickups and similar items. It would be difficult to disclose every such instance of liquidated damages over 7 years. If this disclosure relates to all matters (not just construction) we are asking to limit the disclosure to liquidated damages over \$10,000 in a month. Please advise.

Answer: No to each question. The County will review the information provided to determine its relevance to the evaluation criteria.

11. Pricing, Page 9: It states that negotiated increases must not exceed the previous 12 months CPI. It also states that pricing shall remain firm during the initial term. Is the price to remain firm for the initial 12 month term or the initial 36 month term?

Answer: Refer to answer on Question 7.

12. Insurance, Page 12, First Paragraph: It states "The certificate shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County." Can you please insert (excluding worker's compensation.)?

Answer: No changes will be made to the County's insurance requirements regarding worker's compensation.

13. Insurance, Page 12, Second Paragraph: Please remove the language "and Professional Liability" as this contract is not for professional services. Also, please add "blanket-form" to the second sentence as follows: "A copy of the [blanket-form] endorsement".

Answer: The County removes the "Professional Liability" language.

14. Exhibit B, Page 19: There are 7 locations who currently receive recycling services with only 1 being serviced on Tuesday. Would it be agreeable to eliminate Tuesday and move the stop to another day in the week? Also, change there are 2 locations serviced on Saturday. Could we move these to a different day during the week?

Answer: Any changes to the locations/schedule will be negotiated with the awarded Contractor to best serve both the Contractor and the County.

15. Governing Laws & Regulations, Page 12: Can you please clarify this requirement and how bidders should comply? The language seems to point to projects that are funded with Federal money that would require the involvement of a DBE plan. The work we are bidding for Bid No: 10-11 does not appear to be federally funded. In addition, the volume of work required in this project is not large enough to support a DBE start up. Can you remove this requirement?

Answer: The provision requires that the contractor comply with all applicable regulations in its performance of the scope of work. To the extent that a project is awarded pursuant to a contract for the services and relates to an emergency or other circumstance, which triggers the use of multijurisdictional resources (i.e., state and/or federal funding), contractors will be required to perform the work in accordance with the applicable regulations. The requirement will remain.

16. Can you provide the current pricing?

Answer: Refer to answer on Question 2.

17. How many hauls are performed per year at each of the roll-off locations?

Answer: This is an "as needed" service so hauls vary per year.

18. Is the 35yd compactor at the SJSO owned by the County or provided by the Contractor?

Answer: As stated on Page 17, the Contractor provides the 35 Cu Yd.

19. Does the County own the carts at SJC Central Receiving? If these are Contractor provided, would it be acceptable to provide 95 gallon recycle carts instead of 64 gallon carts?

Answer: The Contractor must provide the carts. Yes, 95 gallon recycle carts are acceptable.

20. Collection, Page 35: The specifications state that the Contractor shall be required to inspect the area around containers and shall be required to collect any and all waste from the ground. As a point of clarification, we interpret this language to mean that we are not obligated to remove material that is the result of overfilling. Is this accurate? Otherwise, a facility could be underserved constantly forcing the Contractor to hand load overflow.

Answer: Any objects on the ground will be required to be picked up on the day of service.

21. Can the service requirement for Hastings Storage be converted from 1 – 8dy x 2 per week to 2 – 8yds x 1 per week?

Answer: Refer to answer on Question 14.

22. Pricing, Page 12: Can you please add language that gives Contractor the ability to pass along cost increases that are the result of the County increasing disposal fees and/or any other changes in local, state or federal law?

Answer: Any local, state, or federal laws imposing fee changes can be passed to the County for increases or decreases.

23. Indemnity, Page 11: Can you please add language to limit indemnity obligations to claims arising out of the negligence or willful misconduct of the Contractor. In addition, could you modify the

language to describe the indemnity obligation to be reciprocal so that Customer indemnifies Contractor as well?

Answer: No to each question. The County's liability is limited pursuant to state statute (s. 768.28, F.S.). Additionally, the County does not typically indemnify its contractors unless the nature of the work or the nature of the contractor (other governmental agency) requires.

24. Termination, Page 11: Can you please modify the language to allow a cure period of at least thirty (30) days to cure Contractor's breach? In the event of Contractor's failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by Customer. Further, Contractor should be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days.

Answer: No.

25. Acceptable Waste; Unacceptable Waste: Can you please add language that describes Contractors obligation to only collect and dispose of, non-hazardous municipal solid waste? In addition, can you clarify that Contractor is not obligated to remove, and may reject any waste containing any hazardous/ unacceptable waste provided by any residential or commercial unit?

Answer: This Bid is only for commercial waste and recycling containers for cardboard and paper. The County currently uses another Contractor for hazardous waste materials.

26. Title to Waste: Can you please add language that states the title to and liability for any hazardous/unacceptable waste does not pass to Contractor?

Answer: No.

THE BID DUE DATE REMAINS: Wednesday, November 28, 2018 at 2:00 P.M.

Acknowledgment

[Signature] 11-21-18
Signature and Date

Butch Jursay District Sales Mgr.
Printed Name and Title

Advanced Disposal Services Jacksonville, LLC.
Company Name (Print)

Sincerely,

[Signature]

**Erin Edwards, MAOL
Procurement Coordinator
Purchasing Department**

END OF ADDENDUM #2

Current Rates

Item #	Container Size	Collection Frequency	Quantities	Unit Price per Month	Unit Price per Month x Monthly Quantities	Annual Price (Monthly Price x 12 months)
1	2 Cu Yd	2x / month	1	\$37.00	\$37.00	\$444.00
2	2 Cu Yd	1x / week	18	\$37.00	\$666.00	\$7,992.00
3	2 Cu Yd - Recycle	1x / week	2	\$37.00	\$74.00	\$888.00
4	4 Cu Yd	1x / week	20	\$47.00	\$940.00	\$11,280.00
5	6 Cu Yd	1x / week	2	\$62.00	\$124.00	\$1,488.00
6	8 Cu Yd	1x / week	5	\$68.00	\$340.00	\$4,080.00
7	8 Cu Yd - Recycle	1x / week	4	\$68.00	\$272.00	\$3,264.00
8	2 Cu Yd	2x / week	6	\$47.00	\$282.00	\$3,384.00
9	4 Cu Yd	2x / week	8	\$60.00	\$480.00	\$5,760.00
10	6 Cu Yd	2x / week	1	\$81.00	\$81.00	\$972.00
11	8 Cu Yd	2x / week	5	\$90.00	\$450.00	\$5,400.00
12	2 Cu Yd	3x / week	2	\$79.00	\$158.00	\$1,896.00
13	6 Cu Yd	3x / week	2	\$162.00	\$324.00	\$3,888.00
14	8 Cu Yd - Recycle	3x / week	1	\$178.00	\$178.00	\$2,136.00
15	35 Cu Yd Compact***	1x / week	1	\$1,200.00	\$1,200.00	\$14,400.00
16	64 gal- Recycling toters	1x / week	30	\$25.00 (for all 30)	\$25.00	\$300.00
				Total Cost:	\$5,631.00 (monthly)	\$67,572.00 (annual)

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Cost Price.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	\$40.00
2	8 Cu Yd	2x / month	\$60.00
3	8 Cu Yd - Recycle	2x / month	\$60.00
4	3 Cu Yd	1x / week	\$50.00
5	3 Cu Yd	2x / week	\$64.00
6	3 Cu Yd	3x / week	\$83.00
7	4 Cu Yd	3x / week	\$100.00
8	4 Cu Yd	5x / week	\$105.36
9	8 Cu Yd	3x / week	\$200.00
10	8 Cu Yd	5x / week	\$262.00
11	8 Cu Yd - Recycle	5x / week	\$200.00
*****	Container Size	Special Events	Unit Price per Month
1	2 Cu Yd	One Month Event w/ 2x/wk Collection	\$300.00
2	3 Cu Yd	One Month Event w/ 2x/wk Collection	\$300.00
3	4 Cu Yd	One Month Event w/ 2x/wk Collection	\$310.00
4	6 Cu Yd	One Month Event w/ 2x/wk Collection	\$315.00
5	8 Cu Yd	One Month Event w/ 2x/wk Collection	\$315.00
6	10 Cu Yd	One Month Event w/ 2x/wk Collection	\$375.00
7	20 Cu Yd - Roll Off	One Month Event w/ 2x/wk Collection	\$430.00
8	30 Cu Yd - Roll Off	One Month Event w/ 2x/wk Collection	\$450.00
9	40 Cu Yd - Roll Off	One Month Event w/ 2x/wk Collection	\$650.00

Current Rates

AS NEEDED AND AS REQUESTED SERVICES

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County.

Item #	Container Size	One-Time Collections (As Requested by St. Johns County Depts.)	Unit Price per Collection
1	2 Cu Yd	One-Time Collection	\$149.00
2	3 Cu Yd	One-Time Collection	\$149.00
3	4 Cu Yd	One-Time Collection	\$154.00
4	6 Cu Yd	One-Time Collection	\$160.00
5	8 Cu Yd	One-Time Collection	\$165.00
6	8 Cu Yd - Recycling	One-Time Collection	\$165.00
7	10 Cu Yd	One-Time Collection	\$175.00
8	20 Cu Yd - Roll Off	One-Time Collection	\$197.00
9	30 Cu Yd - Roll Off	One-Time Collection	\$225.00
10	35 Cu Yd - Compactor	One-Time Collection	\$325.00
11	Roll off for Metal Materials	One-Time Collection	\$215.00
12	Roll off for Construction Debris Materials	One-Time Collection	\$215.00

Bid No: 19-11

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared John Spegal who being duly sworn, deposes and says he is President (Title) of the firm of Advanced Disposal Services Jacksonville, LLC (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 19-11, Commercial Solid Waste Collection Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Advanced Disposal Services Jacksonville, LLC

(Bidder)

By: John Spegal

President

(Title)

Sworn and subscribed to me this 27th day of November, 2018.

Notary Public:

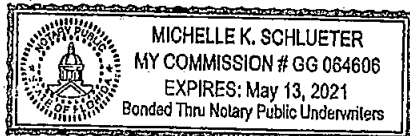
Michelle K. Schlueter

Signature

Michelle K. Schlueter

Printed

My commission Expires: May 13, 2021



BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

Bid No: 19-11

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Jeffrey Everett, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that John Spegal who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Jeffrey Everett
Secretary

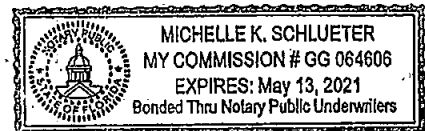
Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Jeffrey Everett to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the ILC and that he has been authorized by Advanced Disposal Services Jacksonville, LLC to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 27th day of November, 2018, A.D.

Michelle K. Schluter
NOTARY PUBLIC
State of Florida-at-large



My Commission Expires: May 13, 2021

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

Bid No: 19-11

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
St. Johns Co. TAX	16229	St. Johns County	9-30-2019
Duval Co. TAX	162431	Duval County	9-30-2019

**2018-2019 BUSINESS TAX RECEIPT****DUVAL COUNTY TAX COLLECTOR**

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370
Phone: (904) 630-1916, option 3; Fax: (904) 630-1432
Website: www.coj.net/to; Email: taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period
October 1, 2018 through September 30, 2019.

ADVANCED DISPOSAL SERVICE JACKSONVILLE LLC
ADVANCED DISPOSAL SERVICE JACKSONVILLE LLC
7580 PHILIPS HWY
JACKSONVILLE, FL 32256

ACCOUNT NUMBER: 162431

LOCATION ADDRESS: 7580 PHILIPS HWY
JACKSONVILLE, FL 32256

DESCRIPTION: PUBLIC SERVICE OR REPAIR, NOT SPEC

STATE LICENSE NO.:

COUNTY RECEIPT DESC: PUBLIC SERVICE OR REPAIR, NOT SPEC
MUNICIPAL RECEIPT DESC: MC 772.326-15

COUNTY TAX: 93.75
MUNICIPAL TAX: 726.25
TOTAL TAX PAID: 820.00

VALID UNTIL September 30, 2019

***** ATTENTION *****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Sherry L Hall

DUVAL COUNTY TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4136853.0001-0001 Y02 09/28/2018 820.00

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE

**2018/2019 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN CONSPICUOUS PLACE

ACCOUNT 16229
EXPIRES September 30, 2019

TYPE OF
BUSINESS 000293 SANITATION SERVICE

BUSINESS 3515 AGRICULTURAL CENTER
ADDRESS ST. AUGUSTINE, FL 32092

BUSINESS ADVANCE DISPOSAL SERVICE- JACSONVILLE, FL
NAME
OWNER ADVANCED DISPOSAL SERVICE, INC

MAILING 90 FORT WADE RD
ADDRESS PONTE VEDRA, FL 32081



X NEW BUSINESS TRANSFER ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	.00
COLLECTION COST	
TOTAL	22.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or county commission, state or federal permission or authority is required by county, state or federal law.

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED.

PAID-1149886.0001-0001 151 07/30/2018 22.00

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF FORMATION, FILED THE TWENTIETH DAY OF FEBRUARY, A.D. 2001, AT 5 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC" TO "GATEWAY DISPOSAL SERVICES, LLC", FILED THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2001, AT 11 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2001, AT 4 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GATEWAY DISPOSAL SERVICES, LLC" TO "ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC", FILED THE SECOND DAY OF DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

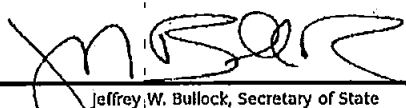
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF

3358992 8310

121188553

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9957774

DATE: 11-01-12

Delaware

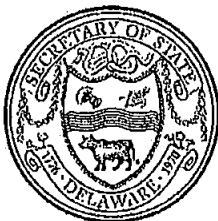
PAGE 2

The First State

THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF
JANUARY, A.D. 2003, AT 12:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID LIMITED LIABILITY COMPANY, "ADVANCED DISPOSAL SERVICES
JACKSONVILLE, LLC".

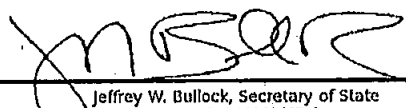
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE
BEEN PAID TO DATE.



3358992 8310

121188553

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9957774

DATE: 11-01-12

Bid No: 19-11

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

N/A

NAME AND ADDRESS OF SUBCONTRACTORS

N/A

Bid No: 19-11

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: Bid No: 19-11; Commercial Solid Waste Collection Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultants/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

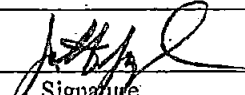


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

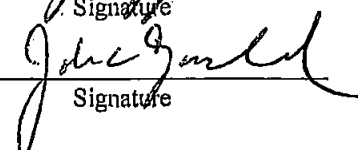
Advanced Disposal Services Jacksonville, LLC

Authorized Representative(s) :


Signature

John Spegal, President

Print Name/Title


Signature

Johnny Goodspeed, District Manager

Print Name/Title

BID NO: 19-11

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

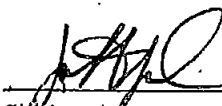
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Advanced Disposal Services Jacksonville, LLC does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature John Spegal, President



Date



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:
INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Allied World National Assurance Company INSURER C: Evanston Insurance Company INSURER D: Arch Indemnity Insurance Company INSURER E: INSURER F:
	NAIC # 11150 10690 35378 30830

COVERAGES

CERTIFICATE NUMBER: W8932217

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		31GFP4985406	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		31CAB4985506	11/20/2018	11/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y		03098718	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	31WCI4985306	11/20/2018	11/20/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			MKLVIENV101554	11/20/2018	11/20/2019	Aggregate/Occurrence \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 11/16/2018 WITH ID: W8896731.

Umbrella Liability follows form over the General Liability, Auto Liability and Employers Liability.

Umbrella coverage provides additional limits over the Commercial General Liability, Automobile Liability and Employers SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

St. Johns County A political subdivision of the State of Florida 500 San Sebastian View St. Augustine, FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

ACORD Wills of Virginia, Inc.		NAMED INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liability policies.

Auto policy includes CA9948 (Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Form).

St. Johns County, A political subdivision of the State of Florida is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability, where required by written contract.

INSURER AFFORDING COVERAGE: Arch Indemnity Insurance Company

NAIC#: 30830

POLICY NUMBER: 34WCIO519206 EFF DATE: 11/20/2018 EXP DATE: 11/20/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Worker's Compensation - KY/MO/PA/MN	E.L. Each Accident	\$1,000,000
Per Statute	E.L. Disease-Pol Lim	\$1,000,000
	E.L. Disease Each Emp	\$1,000,000

II. INSURER AFFORDING COVERAGE: Arch Insurance Company

NAIC#: 11150

POLICY NUMBER: 31CAB0502306 EFF DATE: 11/20/2018 EXP DATE: 11/20/2019

ADDITIONAL INSURED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability	Combined Single Limit	\$4,000,000
Any Auto	SIR	\$1,000,000

Named Insured:

ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Acquisition Sub, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Midwest, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.

Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Renewable Energy, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services South, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Transport, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Advanced Disposal Services, Inc.
Advanced Disposal Subsidiary Holding Company, LLC
Advanced Disposal Waste Holdings Corp.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Caldwell Partnership, LLC
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
CGS Leasing, Inc.
CGS Services, Inc.
CGS Transport, LLC
Champion Transfer Station, LLC
Community Refuse Service, LLC
Diller Transfer Station, LLC
DLD Limited Partnership
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
F.D.S. Disposal II, LLC
Farm Properties, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC

HWStar Holdings Corp.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Midsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS North East Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
North East Waste Transport, Inc.
Old Kings Road Solid Waste, LLC
Old Kings Road, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
Precision Waste Services, Inc.
Sister's Sanitation Services, LLC
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
St. Johnsbury Transfer Station, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: Not applicable.

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
We have granted security interests to our banks in connection with our secured credit agreement. A copy is filed as an exhibit on the bidder's parent company's (Advanced Disposal Services, Inc.) report on Form 10K filed with the Securities and Exchange Commission.
5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No X If yes, please explain in detail: _____

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? Not applicable.

7. List the status of all pending claims currently filed against your company:

There are no pending claims against Advanced Disposal Services Jacksonville, LLC.

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 19-11

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

ADVANCED DISPOSAL SERVICES
KNOW ALL MEN BY THESE PRESENTS, that JACKSONVILLE, LLC as Principal, and
RLI INSURANCE COMPANY as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum
of TEN THOUSAND AND NO/100 Dollars (\$10,000.00) lawful money of the United States, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated
NOVEMBER 28, 2018.

For
Commercial Solid Waste Collection Services

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this
28TH day of NOVEMBER, A.D., 2018, the name and corporate seal of each corporate party being hereto affixed
and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 19-11

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Jeffrey Everett
SECRETARY & VICE PRESIDENT

ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC
PRINCIPAL:

NAME OF FIRM:

John Segal
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

3515 AGRICULTURAL CENTER DR
BUSINESS ADDRESS

St. Augustine FL
CITY STATE

RLI INSURANCE COMPANY

SURETY:

Autumn Schneider
CORPORATE SURETY

AUTUMN SCHNEIDER
ATTORNEY-IN-FACT (AFFIX SEAL)

9065 N. LINDBERGH DRIVE
BUSINESS ADDRESS

Peoria IL
CITY STATE

WILLIS OF TENNESSEE, INC.
NAME OF LOCAL INSURANCE AGENCY

WITNESS:

Tina Foster
TINA FOSTER

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Aimee R. Perondine, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of November, 2018.



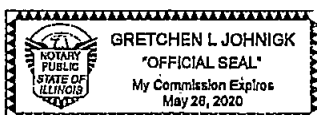
RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 28th day of NOVEMBER, 2018.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

FORM CONSENT OF SURETY

The RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, A+ (Superior) rated by A.M. Best, Class XI, and licensed to do business in the State of Florida, hereby certifies to, and consents and agrees with, ST. JOHNS COUNTY, FLORIDA that if the Contract for BID NO: 19-11 COMMERCIAL SOLID WASTE COLLECTION SERVICES is awarded to ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC, then undersigned corporation agrees with said ST. JOHNS COUNTY, FLORIDA to execute and provide the surety bonds as required by ST. JOHNS COUNTY, FLORIDA Specifications, and will become a surety in the full amount set forth in the Specifications for faithful performance of all obligations of the bidder.

SIGNED, SEALED AND DATED NOVEMBER 28, 2018.

RLI Insurance Company

By: _____

Autumn Schneider

Attorney-in-Fact, Autumn Schneider

NOTE: A Power-of-Attorney should be attached in accordance with the requirements of the Specifications, and if none specific to the consent of surety, I recommend that it be done in the same manner as the Power-of-Attorney for Bid Bond, or any Performance or Payment Bonds.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Aimee R. Perondine, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of November, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 19th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 28th day of NOVEMBER, 2018.

By: Gretchen L. Johnik
Gretchen L. Johnik Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary





Company Overview

Advanced Disposal is a company that brings fresh ideas and solutions to the business of a clean environment. It is our people who make the difference and leave the world a cleaner, more beautiful place. We are proud to provide cost-effective and environmentally-sound solutions for waste and recycling collection, transportation, processing and disposal. But we do much more than collect garbage. We truly are an environmental services company.

We provide:

- Waste and recycling reduction solutions for homes and businesses
- Safe disposal facilities with state-of-the-art engineering and construction techniques to protect the Earth.
- Efficient and effective recycling processing facilities to preserve our natural resources
- Cleaner operating trucks and equipment utilizing lower sulfur fuels, more efficient oils, and more responsible maintenance practices
- Support to those communities we serve in particular through environmental and beautification projects and education
- Advanced Disposal has the operational expertise, management strengths, financial capabilities and commitment to quality that few publicly traded or independent companies can rival. Our independent status frees us from the bureaucratic structure of a national company so that decisions that are important to you can be made quickly and implemented effectively.

Our success can be measured through the strong partnerships between our employees and the customers we serve. Whether our customers are municipalities, commercial businesses, construction and demolition companies, industries or individual homeowners, we look forward to creating and building our relationships by providing quality service at a fair price.

Locations:

Advanced Disposal has operations in 18 Eastern states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas.

Facilities include:

- 91 Collection / Hauling Facilities
- 45 MSW and C&D Landfills
- 72 Transfer Stations
- 25 Recycling Facilities

Customers:

- More than 2.3 million residential customers including 732 exclusive city and county contracts
- More than 302,000 commercial & industrial and construction & demolition customers

Fleet:

- More than 3,034 vehicles running routes on a daily basis

Disposal Volumes:

- Collects approximately 28,600 tons of waste per day
- Safely disposes of approximately 50,970 tons a day in our landfills

Employees:

- Approximately 5,373 people



Environmental Integrity

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

We approach all of our operations with a keen eye on safety and environmental care. Our landfills are built with state-of-the-art engineering designs and materials. We use extreme caution when constructing these sites to ensure the integrity of the design and materials are maintained. Daily operations are just as important as construction. Advanced Disposal uses only state certified, experienced equipment operators and a certified landfill operator is always on site when the facilities are accepting waste. We fully comply with all local, state and federal regulations, and our sites are inspected annually at a minimum. With 42 landfills to maintain, operate and potentially expand, we will always remain vigilant to the protection of our natural environment while providing an integral infrastructure asset for the safe and healthy disposal of the community's waste.

Environmental compliance is equally important in our collection operations. Advanced Disposal operates a fleet of more than 3,100 trucks that must be operated and maintained in an environmentally sound manner. Advanced Disposal follows all local, state and federal regulations in regards to its operating fleet. The trucks are maintained nightly with rotating schedules to make sure all parts of the truck are operating in a safe and proper way. Only approved fuels are used including alternative fuels such as compressed natural gas (CNG). Currently about six percent of our fleet runs on CNG, and we are always looking for opportunities to grow that number. All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

Lastly, Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in some sort of recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate 24 recycling processing and composting facilities throughout the Eastern United States and consistently look for opportunities to create a more sustainable workplace for our customers and ourselves in regards to environmental care and economies.

In a business where the end results are clean and safe communities, Advanced Disposal takes its environmental stewardship responsibilities very seriously. Our employees, our neighbors and our families live in the communities we service. We believe it is our primary job to ensure that these communities are clean, safe and healthy for many years to come.



Advanced Disposal

November 27, 2018

Leadership Team

Johnny Goodspeed- District Manager: Over 25 years experience in the waste and recycle industry in various positions Sales Manager, Operations Manager, General Manager, and District Manager

Derick Redding- General Manager: Over 15 years in the waste and recycle industry serving as a Major Account Rep., Sales Manager, and General Manager.

Granville Carroll- District Shop Manager: 24 years in the waste and recycle industry. Manages entire fleet in Duval, St Johns and Clay Counties. Has Master ASE with advanced level certification.

Butch Pustay- District Sales Manager: Over 25 years in the waste and recycle industry as a Major Account Manager, Special Waste Representative, Broker Relations Manager and District Sales Manager.



Advanced Disposal Jacksonville, LLC.
7580 Phillips Hwy.
Jacksonville, Fl. 322256
(904) 731-3440

Roll Off Supv:	Antonio Taft	(904) 477-4586 Cell
Front Load Supv:	Lawrence Ortiz	(904) 731-3440
Dispatch:	Margaret Duffy	(904) 731-3440 Main (904)338-9714 Direct
	Cherisse Thomas	(904) 731-3440 Main (904) 338-0826 Direct
	Amber Segall	(904)731-3440 Main (904) 240-4643 Direct
Maint. / Repair	Richard Gearhard	(904) 759-2581
Operations Manager	Keith Hooper	(713) 231-6079 Cell
Dist.Serv. Mgr	Kim Petts	(904) 448-0754 Direct (904) 349-1842 Cell
District Sales Mgr:	Butch Pustay	(904) 328-1217 Direct (904)253-0921 Cell
General Manager:	Derick Redding	(904) 338-9701 Direct (904) 327-0210 Cell

St. Johns County

Dispatch:	Sandy Morgan	(904) 494-6095
Site Mgr.	Mark Blocker	(904) 827-1005 (904) 540-2052 Cell
Operations Mgr.	Kevin Woods	(904) 827-1005 (205) 747-9495 Cell

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE COMMERCIAL SOLID WASTE COLLECTION SERVICES

BID NUMBER 19-11

OPENING DATE/TIME November 28, 2018 2:00 PM

POSTING DATE/TIME 11/28/18 3:00 PM 12/03/18 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

OPENED BY
TABULATED BY
VERIFIED BY

Leigh Daniels
Shelly Vongchanta
Erin Edwards

PAGE (S) 1 of 1

BIDDERS	TOTAL ANNUAL PRICE BID	BID BOND	Addendum #1	Addendum #2			
ADVANCED DISPOSAL	\$106,860.00	Yes	Yes	Yes			
MERIDIAN WASTE FLORIDA LLC	\$141,752.88	Yes	Yes	Yes			
REPUBLIC SERVICES	\$187,945.20	Yes	Yes	Yes			

BID AWARD DATE - _____



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 5, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 19-11; Commercial Solid Waste Collection Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Clarifications:

1. Revised Exhibit "A" Total Annual Cost Unit Price List: Please see attached.
2. Revised Exhibit "B" Location & Collection Frequency List: Please see attached.
3. Recycling- p. 36 is hereby revised as follows: Recycling service for the County is single stream for only the thirty (30) recycling 64 gallon totes listed on Exhibit "B" under SJC Building Operations located at SJC Central Receiving. All other Recycle Containers listed on Exhibit "B" are for recycling of cardboard and paper.
4. Invoicing- p. 10 is hereby revised to add the following SJC Department and contact for submitting invoices for payment:

SJC Public Works
Attn: Elizabeth Ingraham
2750 Industry Center Rd
St. Augustine, FL 32084

THE BID DUE DATE REMAINS: Wednesday, November 28, 2018 at 2:00 P.M.

Acknowledgment

Burch Plessey 11-8-18
Signature and Date

Burch Plessey District Sales Mgr.
Printed Name and Title

ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC.
Company Name (Print)

Sincerely,

Erin Edwards

Erin Edwards, MAOL
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

November 21, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 19-11; Commercial Solid Waste Collection Services

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. If awarded, what will start date of contract be?

Answer: The start date of the contract will be April 1, 2019.

2. What are current rates for this service?

Answer: Attached are the "Current Rates" for Bid 14-02R.

3. What are average monthly tons collected for all front load containers?

Answer: The County does not track this information; therefore, it is not available.

4. Where is current waste disposed and what is are dump fees? Garbage and recycle?

Answer: As stated on Page 36, the tipping fee for front-load containers are \$57.00 per ton.

5. Is there required dump facilities we must use?

Answer: The County facilities are Tillman Ridge Landfill and/or Stratton Road transfer stations.

6. Are there any franchise fees?

Answer: Contractor is to follow County's franchise agreements.

7. **Price adjustment** – The prices are to be firm for the initial term. Would the County consider allowing the Contractor to seek an adjustment due to an increase in disposal costs, a change in law or extraordinary cost increase? In addition, if the Contractor seeks a price increase at renewal based on the CPI percentage increase, will that be automatic or can the County decline the increase?

Answer: The price will remain firm for the initial 12 months of the contract. CPI adjust

may be requested each year 60 days before the contract year ends.

8. **Renewal** – Can the contractor decline a renewal?

Answer: Yes

9. **Indemnity** – Does the indemnity obligation of contractor exclude consequential and punitive damages?

Answer: Yes, in part. Provisions clarifying any limitations of liability are typically negotiated, clearly defined and included in the final agreement.

10. **Litigation history** – Attachment H requires disclosure of all litigation and arbitrations in the past 7 years. We are a large company with routine collection matters, employment matters, auto accidents and other matters that are sometimes litigated or arbitrated but are not material to the operations of the company. Will the county limit the litigation/arbitration disclosure to those matters that involve a governmental entity? With regard to liquidated damages, does this disclosure relate to construction type projects? We have many franchise agreements for collection of waste with governmental entities that routinely have some liquidated damage provisions for missed pickups and similar items. It would be difficult to disclose every such instance of liquidated damages over 7 years. If this disclosure relates to all matters (not just construction) we are asking to limit the disclosure to liquidated damages over \$10,000 in a month. Please advise.

Answer: No to each question. The County will review the information provided to determine its relevance to the evaluation criteria.

11. **Pricing, Page 9:** It states that negotiated increases must not exceed the previous 12 months CPI. It also states that pricing shall remain firm during the initial term. Is the price to remain firm for the initial 12 month term or the initial 36 month term?

Answer: Refer to answer on Question 7.

12. **Insurance, Page 12, First Paragraph:** It states "The certificate shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County." Can you please insert (excluding worker's compensation.)?

Answer: No changes will be made to the County's insurance requirements regarding worker's compensation.

13. **Insurance, Page 12, Second Paragraph:** Please remove the language "and Professional Liability" as this contract is not for professional services. Also, please add "blanket-form" to the second sentence as follows: "A copy of the [blanket-form] endorsement".

Answer: The County removes the "Professional Liability" language.

14. **Exhibit B, Page 19:** There are 7 locations who currently receive recycling services with only 1 being serviced on Tuesday. Would it be agreeable to eliminate Tuesday and move the stop to another day in the week? Also, change there are 2 locations serviced on Saturday. Could we move these to a different day during the week?

Answer: Any changes to the locations/schedule will be negotiated with the awarded Contractor to best serve both the Contractor and the County.

15. Governing Laws & Regulations, Page 12: Can you please clarify this requirement and how bidders should comply? The language seems to point to projects that are funded with Federal money that would require the involvement of a DBE plan. The work we are bidding for Bid No: 10-11 does not appear to be federally funded. In addition, the volume of work required in this project is not large enough to support a DBE start up. Can you remove this requirement?

Answer: The provision requires that the contractor comply with all applicable regulations in its performance of the scope of work. To the extent that a project is awarded pursuant to a contract for the services and relates to an emergency or other circumstance, which triggers the use of multijurisdictional resources (i.e., state and/or federal funding), contractors will be required to perform the work in accordance with the applicable regulations. The requirement will remain.

16. Can you provide the current pricing?

Answer: Refer to answer on Question 2.

17. How many hauls are performed per year at each of the roll-off locations?

Answer: This is an "as needed" service so hauls vary per year.

18. Is the 35yd compactor at the SJSO owned by the County or provided by the Contractor?

Answer: As stated on Page 17, the Contractor provides the 35 Cu Yd.

19. Does the County own the carts at SJC Central Receiving? If these are Contractor provided, would it be acceptable to provide 95 gallon recycle carts instead of 64 gallon carts?

Answer: The Contractor must provide the carts. Yes, 95 gallon recycle carts are acceptable.

20. Collection, Page 35: The specifications state that the Contractor shall be required to inspect the area around containers and shall be required to collect any and all waste from the ground. As a point of clarification, we interpret this language to mean that we are not obligated to remove material that is the result of overfilling. Is this accurate? Otherwise, a facility could be underserved constantly forcing the Contractor to hand load overflow.

Answer: Any objects on the ground will be required to be picked up on the day of service.

21. Can the service requirement for Hastings Storage be converted from 1 – 8dy x 2 per week to 2 – 8yds x 1 per week?

Answer: Refer to answer on Question 14.

22. Pricing, Page 12: Can you please add language that gives Contractor the ability to pass along cost increases that are the result of the County increasing disposal fees and/or any other changes in local, state or federal law?

Answer: Any local, state, or federal laws imposing fee changes can be passed to the County for increases or decreases.

23. Indemnity, Page 11: Can you please add language to limit indemnity obligations to claims arising out of the negligence or willful misconduct of the Contractor. In addition, could you modify the

language to describe the indemnity obligation to be reciprocal so that Customer indemnifies Contractor as well?

Answer: No to each question. The County's liability is limited pursuant to state statute (s. 768.28, F.S.). Additionally, the County does not typically indemnify its contractors unless the nature of the work or the nature of the contractor (other governmental agency) requires.

24. Termination, Page 11: Can you please modify the language to allow a cure period of at least thirty (30) days to cure Contractor's breach? In the event of Contractor's failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by Customer. Further, Contractor should be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days.

Answer: No.

25. Acceptable Waste; Unacceptable Waste: Can you please add language that describes Contractors obligation to only collect and dispose of, non-hazardous municipal solid waste? In addition, can you clarify that Contractor is not obligated to remove, and may reject any waste containing any hazardous/ unacceptable waste provided by any residential or commercial unit?

Answer: This Bid is only for commercial waste and recycling containers for cardboard and paper. The County currently uses another Contractor for hazardous waste materials.

26. Title to Waste: Can you please add language that states the title to and liability for any hazardous/unacceptable waste does not pass to Contractor?

Answer: No.

THE BID DUE DATE REMAINS: Wednesday, November 28, 2018 at 2:00 P.M.

Acknowledgment

[Signature] 11-21-18
Signature and Date

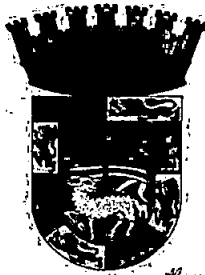
Barth Jansky District Sales Mgr.
Printed Name and Title

Advanced Disposal Services Jacksonville, LLC.
Company Name (Print)

Sincerely,

[Signature]
Erin Edwards, MAOL
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #2



**Board of County Commissioners
St. Johns County, Florida**

BID NO: 19-11

**COMMERCIAL SOLID WASTE
COLLECTION SERVICES**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx**

Final 10/4/2018

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders/Advertisement

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Claims, Liens, and Litigation History

Bid Bond Form

SERVICE SPECIFICATIONS

BID NO: 19-11**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 28, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-11; Commercial Solid Waste Collection Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for commercial solid waste collection services from County Facilities located throughout St. Johns County. The awarded Contractor (s) shall be responsible for providing any and all materials, equipment, labor, supervision and transportation necessary to perform the required services in accordance with the specifications provided herein.

Bid Documents may be obtained from Onvia DemandStar, Inc, at their website www.demandstar.com, by requesting Document # 19-11. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/OpenBids.aspx>. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Request for Qualifications must be submitted **in writing** by or before five o'clock (5:00PM) EDST, on **Wednesday, November 14, 2018** to the Designated Point of Contact provided below:

Designated Point of Contact: Erin Edwards, MAOL
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: eedwards@sjcfl.us
Phone: (904)209-0164 / Fax: (904)209-0165

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".

According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK
BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: Board of County Commissioners of St. Johns County, Florida ("COUNTY")

PROJECT: BID NO: 19-11; Commercial Solid Waste Collection Services

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The Designated Point of Contact for this Bid is Mrs. Erin Edwards, MAOL, Procurement Coordinator, St. Johns County Purchasing Department; eedwards@sjcfl.us.

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, Procurement Coordinator, at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact as provided above, by or before **5:00PM EDST on Wednesday, November 14, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt of all issued addenda in the space provided in the Official County Bid Form, and one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **triplicate** (one (1) original and two (2) copies) on the required forms provided herein by or before 2:00pm on Wednesday, November 28, 2018. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "Bid No: 19-11; Commercial Solid Waste Collection Services".

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the official County Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of **Five Percent (5%) of the Total Annual Price Bid**, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above.
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Total Annual amounts will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the Bidder who submits the lowest responsive, responsible Bid on the basis of the total price per square foot, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County. The County may consider award to multiple Bidders, based on the individual unit prices, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

PRICING

The unit prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Unit Prices, multiplied by quantities shall be the final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County for a specific project.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

INVOICING

The Contractor shall submit an invoice to the appropriate SJC Department upon completion of the approved and authorized services. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices

in the prescribed manner may delay payment. Invoices shall be submitted to the SJC Departments as stated below:

SJC Parks & Recreation ATTN: Jayne Delany 2175 Mizell Road St. Augustine, FL 32080	SJC Golf Course ATTN: Wes Tucker 4985 Cypress Links Blvd Elkton, FL 32033	SJC Road & Bridge ATTN: Jennifer Kinlaw 2750 Industry Center Rd St. Augustine, FL 32084	SJC Fire Service Admin ATTN: Amy Land 3657 Gaines Road St. Augustine, FL 32084
SJC Facilities Maint ATTN: Diane Boone 2416 Dobbs Road St. Augustine, FL 32086	SJC Library Admin ATTN: Angelina Gervasi 6670 US 1 S St. Augustine, FL 32086	SJC Ag Center ATTN: Amy Law 3125 Ag Center Drive St. Augustine, FL 32092	SJC Building Operations ATTN: Katie Diaz 500 San Sebastian View St. Augustine, FL 32084
SJC Utility Dept ATTN: Kathy Kelshaw 1205 State Road 16 St. Augustine, FL 32084	SJC Fleet Maintenance ATTN: Jeff Nordsiek 2760 Industry Center Rd St. Augustine, FL 32084	SJC Cultural Events ATTN: Elizabeth Glasgow 1340C A1A South St. Augustine, FL 32080	SJC Animal Control ATTN: Don Eason 130 N. Stratton Rd St. Augustine, FL 32095
SJC Sheriff's Office ATTN: Nikki Johnson 2416 Dobbs Road St. Augustine, FL 32086	SJC Emergency Management ATTN: Jody Pfannkuche 100 EOC Drive St. Augustine, FL 32092	SJC Medical Examiner's Office ATTN: Kelly Boulos 4501 Avenue A St. Augustine, FL 32095	

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Total Price of Invoice
- Description of Services Performed

Contractor will invoice the County at the first of each month after the service has been provided.

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

The Contractor shall also not charge the County any Environmental fees.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must hold a current Non-Exclusive Commercial Solid Waste Franchise Agreement for St. Johns County and must be licensed to do business in the State of Florida, and possess a Local Business Tax Receipt for St. Johns County, FL.

Bidders must be listed by the Florida Department of Environmental Protection (FDEP) as an authorized facility for transporting and disposing of solid waste/recycling and must provide their Facility ID number on the Bid Proposal, provided herein.

Bidders must not have been under contract that was terminated by the County "for cause" within the past calendar year.

Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has

reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. Any and all sub-contractor personnel, provided by the Contractor to perform any work under the awarded Contract shall be required to submit to and clear the required background checks as provided herein.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on a form provided by the County. In the event of a conflict between specifications or contract requirements the more stringent requirement shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor (but no later than seventeen (17) days from the Notice of Award).

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

CONTRACT AGREEMENT & TERM

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have three (3) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the three (3) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving ten (10) consecutive calendar days written notice to the Contractor.

Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) consecutive calendar days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Contractor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Consultant will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

CONTRACT WORK HOURS AND SAFETY STANDARDS

- (1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.
- (2) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 19-11

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: COMMERCIAL SOLID WASTE COLLECTION SERVICES

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 19-11: Commercial Solid Waste Collection Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE BID:

FOR: Commercial Solid Waste Collection Services

Note: Any and all fees, charges, and costs associated with performing the required services must be at the expense of the Contractor. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the total annual bid price submitted below.

Total Annual Price Bid Written in Numerals

Total Annual Price Bid Written in Words

/ 100

Each Bidder shall use the current quantities of containers as listed on Exhibit "B", provided herein, multiplied by the unit prices of each container, stated on Exhibit "A", added to calculate the Total Annual Price Bid above. All other submitted Unit Prices shall be used for services on an as needed basis.

Any discrepancy between the unit prices stated on Exhibit "A" and the Total Annual Price Bid shall be decided by the Unit Price submitted on Exhibit "A". In the event of a conflict, the Bidder's Total Annual Price Bid shall be corrected to reflect the extended price using the Unit Prices from Exhibit "A".

If any Bidder is unable to provide any container and/or collection frequency stated herein on Exhibit "A", the Bidder shall submit a "No Bid" for that item.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Facility ID Number: _____

BID NO: 19-11 EXHIBIT "A" – TOTAL ANNUAL COST UNIT PRICE LIST

Item#	Container Size	Collection Frequency	Quantities	Unit Price per Month	Unit Price per Month x Monthly Quantities	Annual Price (Monthly Price x 12 months)
1	2 Cu Yd	2x / month	2			
2	2 Cu Yd	1x / week	19			
3	2 Cu Yd – Recycle	1x / week	2			
4	4 Cu Yd	1x / week	20			
5	6 Cu Yd	1x / week	2			
6	8 Cu Yd	1x / week	4			
7	8 Cu Yd – Recycle	1x / week	3			
8	10 Cu Yd	1x / week	1			
9	2 Cu Yd	2x / week	4			
10	4 Cu Yd	2x / week	10			
11	6 Cu Yd	2x / week	1			
12	8 Cu Yd	2x / week	3			
13	4 Cu Yd	3x / week	2			
14	6 Cu Yd	3x / week	2			
15	8 Cu Yd	3x / week	1			
16	8 Cu Yd – Recycle	3x / week	1			
17	8 Cu Yd	5x / week	1			
18	35 Cu Yd Compact***	1x / week	1			
19	64 gal- Recycling toters	1x / week	30			
				Total Cost:	\$ (monthly)	\$ (annual)

*** The 35 Cu Yd Compactor is provided by the hauler.

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Cost Price.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	
2	8 Cu Yd	2x / month	
3	8 Cu Yd – Recycle	2x / month	
4	3 Cu Yd	1x / week	
5	3 Cu Yd	2x / week	
6	3 Cu Yd	3x / week	
7	4 Cu Yd	3x / week	
8	8 Cu Yd	3x / week	
9	8 Cu Yd – Recycle	5x / week	
*****	Container Size	Special Events	Unit Price per Month
1	2 Cu Yd	One Month Event w/ 2x/wk Collection	
2	3 Cu Yd	One Month Event w/ 2x/wk Collection	
3	4 Cu Yd	One Month Event w/ 2x/wk Collection	
4	6 Cu Yd	One Month Event w/ 2x/wk Collection	
5	8 Cu Yd	One Month Event w/ 2x/wk Collection	
6	10 Cu Yd	One Month Event w/ 2x/wk Collection	
7	20 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	
8	30 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	
9	40 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	

BID NO: 19-11 EXHIBIT "A" - UNIT PRICE LIST (cont.)

AS NEEDED AND AS REQUESTED SERVICES

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County.

Item #	Container Size	One-Time Collections (As Requested by St. Johns County Depts)	Unit Price per Collection
1	2 Cu Yd	One-Time Collection	
2	3 Cu Yd	One-Time Collection	
3	4 Cu Yd	One-Time Collection	
4	6 Cu Yd	One-Time Collection	
5	8 Cu Yd	One-Time Collection	
6	8 Cu Yd - Recycling	One-Time Collection	
7	10 Cu Yd	One-Time Collection	
8	20 Cu Yd – Roll Off	One-Time Collection	
9	30 Cu Yd – Roll Off	One-Time Collection	
10	35 Cu Yd – Compactor	One-Time Collection	
11	Roll off for Metal Materials	One-Time Collection	
12	Roll off for Construction Debris Materials	One-Time Collection	

Each Bidder shall type or print legibly the unit prices in each designated space provided. If any of the Unit Prices written/typed above are illegible, the County may consider a "No Bid" for that item.

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

The Unit Prices submitted above shall include any and all fees, charges, costs associated with performing the services required for each container listed. No additional or separate costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers.

EXHIBIT "B"

BID NO: 19-11; COMMERCIAL SOLID WASTE COLLECTION SERVICES

CONTAINER LOCATION & COLLECTION FREQUENCY LIST

The table below lists the locations of containers currently utilized by St. Johns County Departments & Facilities and the preferred collection days. These days may be discussed with the Contractor to determine the most efficient route for collection.

Department	Facility/Location	Type of Container	Size of Container	Frequency of Collection	Collection Days
SJC Parks & Rec.					
Main Office	2175 Mizell Rd	Solid Waste	4 Cu Yd	1 x per wk	Fri
Parks Garage	850 16th St	Solid Waste	4 Cu Yd	1 x per wk	Fri
SJC Fairgrounds	5840 State Rd 207	Solid Waste	30 Cu Yd RO	Upon request	
St. Aug Lil League	485 State Rd 207	Solid Waste	8 Cu Yd	1 x per wk	Thurs
Mills Field	1805 Racetrack Rd	Solid Waste	8 Cu Yd	1 x per wk	Tues
Player Sr Comm Ctr	175 Landrum Ln	Solid Waste	4 Cu Yd	2 x per wk	Tues & Fri
Rivertown Park	200 Swamp Oak Trail	Solid Waste	30 Cu Yd	Upon request	
SJC Davis Park	210 Davis Park Road	Solid Waste	30 Cu Yd	Upon request	
SJC Golf Course					
Main Office	4845 Cypress Links Blvd	Solid Waste	4 Cu Yd	1 x per wk	Wed before 2pm
SJC Agricultural Center					
Wind Mitigation	3125 Ag Center Dr	Solid Waste	2 Cu Yd	2 x per mo	Thurs
Ag Center	3125 Ag Center Dr	Solid Waste	4 Cu Yd	1 x per wk	Thurs
SJC Animal Control					
Pet Center	130 N Stratton Rd	Solid Waste	4 Cu Yd	2 X per wk	Tues & Fri
SJC Building Operations					
NW Annex	725 Flora Branch Blvd	Solid Waste	4 Cu Yd	1 x per wk	Mon
PV Annex	99 N Palm Valley Rd	Solid Waste	4 Cu Yd	1 x per wk	Mon
Supervisor of Elect	4455 Avenue A	Solid Waste	2 Cu Yd	1 x per wk	Mon
SE Annex	6658 US 1 S	Solid Waste	4 Cu Yd	1 x per wk	Mon
SJC Service Center	4030 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Mon/Fri
SJC Judicial Center	4010 Lewis Spdwy	Solid Waste	8 Cu Yd	3 x per wk	Mon/Wed/Fri
SJC Permit Center	4040 Lewis Spdwy	Solid Waste	4 Cu Yd	2 x per wk	Mon/Fri
SJC Administration	500 San Sebastian Vw	Solid Waste	4 Cu Yd	3 x per wk	Mon/Wed/Fri
Hastings Storage	400 E Harris St	Solid Waste	8 Cu Yd	2 x per wk	Tues & Fri
Hastings Annex/ Library	6195 N Main St	Solid Waste	4 Cu Yd	1 x per wk	Mon
HHS Building	200 San Sebastian View	Recycle	8 Cu Yd	1 x per wk	Fri
HHS Building	200 San Sebastian View	Solid Waste	8 Cu Yd	5 x per wk	Mon thru Fri
SAO HIU Dept	2446 Dobbs Rd	Solid Waste	2 Cu Yd	2 x per mo	Thurs
SJC Central Receiving					
30 Recycling ****	4010 B Lewis Spdwy	Recycle	64 gal	1 x per wk	Sat
SJC Cultural Events/Amphitheatre					
SJC Ponte Vedra Concert Hall	1050 A1A North	Solid Waste	8 Cu Yd	1 x per wk	Thurs
SJC Ponte Vedra Concert Hall	1050 A1A North	Recycle	8 Cu Yd	1 x per wk	Thurs
SJC Fleet Maintenance					
Main Office	2760 Industry Center Rd	Solid Waste	10 Cu Yd	1 x per wk	Thurs
SJC Library Admin					
Bartram Trail Branch	60 Davis Pond Blvd	Solid Waste	2 Cu Yd	2 x per wk	Mon & Thurs
Southeast Branch	6670 US 1 S	Recycle	2 Cu Yd	1 x per wk	Sat
Southeast Branch	6670 US 1 S	Solid Waste	2 Cu Yd	2 x per wk	Tues & Fri
Ponte Vedra Branch	101 Library Blvd	Solid Waste	4 Cu Yd	2 x per wk	Mon & Thurs

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SJC Utility/Dept						
CR214 Mainland WTP	2160 Water Plant Rd	Solid Waste	6 Cu Yd	1 x per wk		Tues
CR 207 WWTP	4428 Golf Ridge Dr	Solid Waste	2 Cu Yd	1 x per wk		Tues before 2:30PM
Marsh Landing WWTP	166 Marsh Cove Dr	Solid Waste	4 Cu Yd	1 x per wk		Wed
Inlet Beach WWTP	605 Palmera Dr	Solid Waste	4 Cu Yd	1 x per wk		Mon before 2:30PM
Inlet Beach WTP	98 Citrus Lane	Solid Waste	2 Cu Yd	1 x per wk		Wed
Players Club WWTP	5250 Palm Valley R	Solid Waste	4 Cu Yd	1 x per wk		Wed before 2:30pm
Hastings WWP	900 N Main Street	Solid Waste	4 Cu Yd	1 x per wk		Wed
Sawgrass WWTP	10042 Sawgrass Dr W	Solid Waste	2 Cu Yd	2 x per wk		Mon/Thurs before 2:30pm
Sawgrass WWTP	10042 Sawgrass Dr W	Influent, on castors	2 Cu Yd	2 x per wk		Mon/Thurs before 2:30PM
Anastasia Island WWTP	850 W 16 th St	Grit	6 Cu Yd	3 x per wk		Mon/Wed/Fri
Anastasia Island WWTP	850 W 16th St	Grit	6 Cu Yd	3 x per wk		Mon/Wed/Fri
Anastasia Island WWTP	850 W 16th St	Solid Waste	4 Cu Yd	2 x per wk		Wed & Fri
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	on castors for Grit	4 Cu Yd	3 x per wk		Mon/Wed/Fri before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	on castors for Grit	4 Cu Yd	1 x per wk		Wed before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	on castors for Grit	4 Cu Yd	1 x per wk		Wed before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	on castors for Grit	4 Cu Yd	1 x per wk		Wed before 2:30PM
Arc Drive	2104 Arc Dr	Solid Waste	8 Cu Yd	1 x per wk		Mon
Arc Drive	2104 Arc Dr	Recycle	8 Cu Yd	1 x per wk		Mon
Arc Drive	2104 Arc Dr	Metal	Roll Off	Upon request		
Arc Drive	2104 Arc Dr	construct debris	Roll Off	Upon request		
SJC Utility Admin	1205 SR 16	Solid Waste	4 Cu Yd	1 x per wk		Wed
Northwest WTP	3390 Intn'l Golf Pkwy	Solid Waste	4 Cu Yd	1 x per wk		Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	2 x per wk		Mon & Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	2 x per wk		Mon & Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Inorganics Collected	6 Cu Yd	1 x per wk		Mon
Northwest WWTP	3450 Intn'l Golf Pkwy	Solid Waste	2 Cu Yd	1 x per wk		Mon
SJC Fire/Rescue/Admin						
Fire Rescue Admin	3657 Gaines Rd	Solid Waste	6 Cu Yd	2 x per wk		Mon & Wed
Fire Station #1	130 Canal St	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #2	1120 Sheffield Rd	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #3	6010 State Rd 13 N	Solid Waste	2 Cu Yd	1 x per wk		Fri
Fire Station #4	3400 County Rd 208	Solid Waste	2 Cu Yd	1 x per wk		Mon
Fire Station #5	200 St. Aug Blvd S Dr	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #6	5865 A1A S	Solid Waste	2 Cu Yd	1 x per wk		Mon
Fire Station #8	7985 Morrison Rd	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #9	2724 S Ponte Vedra Blvd	Solid Waste	2 Cu Yd	1 x per wk		Mon
Fire Station #10	155 Library Blvd	Solid Waste	2 Cu Yd	1 x per wk		Tues
Fire Station #11	448 Shores Blvd	Solid Waste	4 Cu Yd	1 x per wk		Tues
Fire Station #14	1255 King St	Solid Waste	2 Cu Yd	1 x per wk		Thurs
Fire Station #15	220 Pine Island Rd	Solid Waste	2 Cu Yd	1 x per wk		Wed
Fire Station #16	235 Murabella Pkwy	Solid Waste	2 Cu Yd	1 x per wk		Mon
Fire Station #17	10001 Cartwheel Bay Ave	Solid Waste	2 Cu Yd	1 x per wk		Wed
Fire Station #18	1055 Crosswater Pkwy	Solid Waste	4 Cu Yd	1 x per wk		Thurs
SJC Road & Bridge						
Main Office	2750 Industry Center Rd	Recycle	2 Cu Yd	1 x per wk		Tues
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk		Tues & Fri
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk		Tues & Fri
Adjacent to main office	2740 Industry Center Rd	Solid Waste	4 Cu Yd	2 x per wk		Tues & Fri

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SJC Facilities Maintenance					
Main Office	2416 Dobbs Rd	Solid Waste	8 Cu Yd	2 x per wk	Mon & Thurs
SJSO Maintenance					
SJSO Youth Svcs	155 N St. Johns Ave	Solid Waste	2 Cu Yd	1 x per wk	Wed
SJSO Jail	3955 Lewis Speedway	Recycle	8 Cu Yd	3 x per wk	Mon/Wed/Fri
SJSO Jail	3955 Lewis Speedway	Compactor	35 Cu Yd	1 x per wk	Mon
SJC Emergency Management					
SJC EOC	100 EOC Dr	Solid Waste	4 Cu Yd	1 x per wk	Wed
SJC Medical Examiner's Office					
SJC Medical Examiner's Office	4501 Avenue A	Solid Waste	2 Cy Yd	1 x per wk	Thurs

**** The thirty (30) recycling toters listed under SJC Building Operations, are toters that are located at SJC Central Receiving for the purpose of SJC Staff collecting recyclable materials from SJC Campus offices and depositing them into the toters for collection by the Contractor.

Bid No: 19-11

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of Five Percent (5%) of the total Annual Price Bid submitted on the Official County Bid Form, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 19-11

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(if applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

Official County Bid Form
Attachment "A" – Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License/Certification List
Attachment "D" – List of Proposed Sub-Contractors
Attachment "E" – Conflict of Interest Disclosure Form
Attachment "F" – Drug-Free Workplace Form
Attachment "G" – Proof of Insurance
Attachment "H" – Claims, Liens, and Litigation History
Bid Bond Form
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", and Bid Bond (form must be completed if submitting through a Surety), along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 19-11

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 19-11, Commercial Solid Waste Collection Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

By: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20_____.

Notary Public:

Signature

Printed

My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

Bid No: 19-11

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

Bid No: 19-11

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

Bid No: 19-11

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No: 19-11; Commercial Solid Waste Collection Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultants/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) :

Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

BID NO: 19-11

ATTACHMENT "G"
PROOF OF INSURANCE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 19-11

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20____.

For
Commercial Solid Waste Collection Services

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 19-11

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

BID NO: 19-11; COMMERCIAL SOLID WASTE COLLECTION SERVICES
MINIMUM SPECIFICATIONS & CONDITIONS

Scope of Work

The scope of work requirements for commercial solid waste collection services are described below. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform the required services at sites located throughout the County and according to the schedules as listed on Exhibit "B", provided herein.

County Locations

The Contractor shall be responsible for performing commercial solid waste collection services at all site locations listed on Exhibit "B" stated herein. Site locations may differ in size, scope, and location. It shall be the responsibility of the Contractor to ensure accessibility to the containers located at each site. If there are any fixtures or objects obstructing access to any container at any site location, the Contractor shall notify the County immediately, and propose an alternate, more accessible location for the container at the site.

Containers

The containers, other than roll-offs and compactors, that shall be provided under this contract, shall be standard, front-load, commercial solid waste containers that are equipped to be emptied using a front-load commercial vehicle. The Contractor shall be required to collect waste from these containers using a front-load commercial vehicle.

The Contractor shall be required to provide containers, as specified on Exhibit "B" provided herein, and as requested by the County throughout the duration of the contract. Containers provided by the Contractor shall remain the property of the Contractor throughout the duration of the contract. Installation and removal of any and all containers provided under this Contract shall be the responsibility of the Contractor at no additional cost to the County.

The Contractor shall be responsible for maintaining any and all containers provided under this contract in sufficient working condition. Any containers found by County Staff to be in disrepair, or otherwise not functioning properly (i.e. not containing waste, not opening and closing properly, causing a safety hazard due to sharp, rusted edges, etc), shall be replaced by the Contractor immediately upon notification at no additional cost to the County.

Additions/Deletions

The County reserves the right to add and/or delete containers to any County location at any time throughout the duration of the Contract. The containers added to and/or deleted from the contract shall be at the unit prices submitted on Exhibit "A" provided herein. Any containers added to or removed from scheduled collection under this contract shall be via Contract Amendment.

If at any time the County should require a container, and/or collection frequency that is not priced in the Bid, the County shall request a proposal for the container and collection in the same format as the unit process submitted.

Collection

The Contractor shall be required to perform collection services according to the schedules stated on Exhibit "B" provided herein. For locations with collection specified twice each month, the collections must not be performed within less than fourteen (14) days of each other. Failure by the Contractor to perform collection services on any specified day for any container may result in proration of the submitted invoice for the respective month, or even termination of the contract for noncompliance with contract requirements.

The County may consider rerouting of service days to achieve route efficiencies prior to the start of the agreement, which will be coordinated by the County and the lowest, responsive, responsible bidder upon recommendation of award of a contract.

Installation and removal of any and all containers provided under this contract shall be the responsibility of the Contractor. The cost for installation and removal of containers shall be included in the collection fees for each container as submitted in Attachment "A". No separate or additional charges for installation or removal of any container shall be charged to the County.

The Contractor shall be required to close and secure gates to any and all enclosures at any site where containers are located upon completion of the collection services for the day.

The Contractor shall be required to inspect the area around containers to ensure no waste is left on the ground in or around the containers and/or enclosures. If any waste falls to the ground during the transition of waste from the containers to the collection vehicles, the Contractor shall be required to collect any and all waste from the ground prior to leaving the site.

If any waste falls from the Contractor's collection vehicle at any time during the performances of services under this contract,

the Contractor shall be responsible for collecting any and all waste immediately.

Schedule

If, at any time throughout the duration of the contract, the County requires a change in the established schedule for collection services, the County shall issue written authorization of any such change.

Disposal

The Contractor shall be responsible for any and all cost associated with disposal of waste collected from containers under this contract. The Contractor must dispose of any and all waste at a properly licensed and/or permitted waste disposal facility.

The dumping tipping fee for front-load containers are \$57.00 per ton at both the Tillman Ridge and Stratton Road transfer stations.

Tipping fees for waste collected from Roll-off containers may be passed through to the county. Tipping fees for waste collected from standard commercial containers must be included in unit price.

Recycling

Recycling service for the County is single stream.

Special Events

The County may host special events at locations throughout the County that require containers on an as needed basis. The number of special events is undetermined and changes yearly; therefore, the County cannot provide how many events there will be. The Contractor shall be required to provide the containers requested by the County, at no additional cost to the County. The Contractor shall charge the County for collection of any containers for special events based on the Unit Prices submitted under this bid. If a roll-off container is requested by the County for a special event, the Contractor may include the tipping fee for the roll-off container on the invoice for that event. The Contractor shall be required to install and remove any container provided for a special event according to the schedule provided by the County. The number and size of containers will vary by event and cannot be specified at this time.

In reference to special events, collection shall be done as specified by the requesting department and priced based on the one-time collection for the requested container size. There shall be no costs assessed for placement and pickup of containers for special events.

Equipment

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform the commercial solid waste collection from the front-load containers, roll-offs, and compactors as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

Damages

Any and all fixtures and improvements located at any County facility, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

The Contractor shall be solely responsible for damages caused to any containers provided under this contract resulting from fire, vandalism, or other causes, other than normal wear and tear, on the first occasion where damages are caused. The Contractor and the County shall share the responsibility for any and all subsequent damages caused to any containers resulting from fire, vandalism, or other causes, other than normal wear and tear, upon submittal of an invoice and police report to the County by the Contractor.

Force Majeure

In the event of foreseen weather incidents such as with hurricanes and tropical storms, the Contractor shall be responsible for removing, securing, and/or replacing containers, as needed to prevent damage to fixtures, improvements, buildings, or people, at no additional cost to the County. If any container(s) are removed due to a weather event, the Contractor shall be required to place container(s) back at the County site locations at the earliest opportunity after the weather event. If any container is lost, damaged, and/or destroyed during such a foreseen weather event, due to the Contractor not removing or securing the container, the Contractor shall be solely responsible for the damages caused by or to the container during the event.

Neither party shall be held in non-compliance with the terms, conditions, provisions, and requirements of this bid specification, nor suffer any negative consequences as a result of enforcement, nor suffer any penalty relating thereto, (including termination, cancellation, or revocation of this bid specification) where such non-compliance or alleged default occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate and/or control.

SEALED BID MAILING LABEL

BID NO: 19-11
Commercial Solid Waste Collection Services

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 19-11
BID TITLE:	Commercial Solid Waste Collection Services
DUE DATE/TIME:	By 2:00 P.M. – November 28, 2018
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Erin Edwards 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT